



**FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
TRIAL DIVISION - CIVIL
OFFICE OF JUDICIAL RECORDS**

2

Eric Feder
Deputy Court Administrator
Director, Office of Judicial Records

Steven J. Wulko, Deputy Director
Anjeza Keirstead, Deputy Director

RECORD RECEIPT

Philadelphia Case Number: 191200012

Dear Sir/Madam:

The enclosed case(s) have been **REMOVED** from the **COURT OF COMMON PLEAS, PHILADELPHIA COUNTY** to the **US DISTRICT COURT, EASTERN DISTRICT OF PENNSYLVANIA**, under 20-cv-4997.

Accordingly, I am enclosing all related filings.

Please return this receipt addressed to:

Office of Judicial Records of
Philadelphia County
Records Management
Room 264, City Hall
Philadelphia, PA 19107

If you have any questions, please feel free to contact me at 215-686-7008.

Office of Judicial Records

REPORT : ZDRDOCT
USER ID: DXS

First Judicial District
CIVIL DOCKET REPORT
CASE ID 191200012

PAGE 1
RUN DATE 10/13/20
RUN TIME 12:03 PM

CASE NUMBER CASE CAPTION
191200012 COCHRAN VS ULTA BEAUTY INC. ETAL

FILING DATE COURT LOCATION JURY
27-NOV-2019 JS CH J

CASE TYPE: PREMISES LIABILITY, SLIP/FALL
STATUS: NOT OF REMOVAL TO US DIST CT

Seq #	Assoc	Expn Date	Type	ID	Party Name / Address & Phone No.
1			APLF	A86013	SAILER, TODD M FALCON LAW FIRM LLC 122 E. COURT STREET 3RD FLOOR DOYLESTOWN PA 18901 (267)838-2016 (215)345-6487 - FAX t.sailer@FALCONLAWFIRM.COM
2	1		PLF	@10764990	COCHRAN, DIANNE 4 BRAXTON COURT QUAKERTOWN PA 18951
3	7		DFT	@10764991	ULTA BEAUTY INC 1000 REMINGTON BLVD #120 BOLINGBROOK IL 60440
4	7		DFT	@10764992	ULTA BEAUTY 6164 CARLISLE PIKE MECHANICSBURG PA 17050
5		05-JAN-20	TL	J357	NEW, ARNOLD L 606 CITY HALL PHILADELPHIA PA 19107 (215)686-7260
6			TL	J461	ANDERS, DANIEL J ROOM 292 CITY HALL PHILADELPHIA PA 19107
7			ADFT	A206536	BAKER, SARAH M 1801 MARKET STREET TEN PENN CENTER SUITE 770 PHILADELPHIA PA 19103 (215)569-4433 (215)569-4434 - FAX sbaker@kiernantrebach.com

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First Judicial District
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Seq #	Assoc	Expn Date	Type	ID	Party Name / Address & Phone No.
8	7		ADFT	A318898	ARSHANAPALLY, VAISHNAVI KIERNAN TREBACH LLP 1801 MARKET ST SUITE 770 TEN PENN CENTER PHILADELPHIA PA 19103 (215)569-4433 (215)569-4434 - FAX varshanapally@kiernantrebach.com
9	7	03-SEP-20	DFT	@10919542	HARRELL, ERICA S C/O ULTA 40 TOWN CENTER DRIVE COLLEGEVILLE PA 19426
10			ADDF	@10937068	MATCH CONVERGE 7361 COCA COLA DRIVE HANOVER MD 21076
11			ADDF	@10937069	CONVERGENCE MARKETING INC 7361A COCA COLA DRIVE HANOVER MD 21076
12			ADDF	@10937070	MATCH MARKETING GROUP 800 CONNECTICUT AVENUE 3RD FLOOR EAST NORWALK CT 06584

Filing Date / Time	Docket Entry	Date Entered
27-NOV-19 13:06:59	ACTIVE CASE E-Filing Number: 1911062392	02-DEC-19
27-NOV-19 13:06:59	COMMENCEMENT CIVIL ACTION JURY	02-DEC-19 SAILER, TODD M
27-NOV-19 13:06:59	PRAE TO ISSUE WRIT OF SUMMONS PRAECIPE TO ISSUE WRIT OF SUMMONS FILED. WRIT OF SUMMONS ISSUED.	02-DEC-19 SAILER, TODD M
27-NOV-19 13:06:59	JURY TRIAL PERFECTED 12 JURORS REQUESTED.	02-DEC-19 SAILER, TODD M
27-NOV-19 13:06:59	WAITING TO LIST CASE MGMT CONF	02-DEC-19 SAILER, TODD M
07-JAN-20 16:10:10	ENTRY OF APPEARANCE ENTRY OF APPEARANCE OF SARAH M BAKER FILED. BEHALF OF ULTA BEAUTY, INC. AND ULTA BEAUTY)	07-JAN-20 BAKER, SARAH M (FILED ON

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Filing Date / Time	Docket Entry	Date Entered
16-JAN-20 11:18:41	AFFIDAVIT OF SERVICE FILED AFFIDAVIT OF SERVICE OF PLAINTIFF'S WRIT OF SUMMONS UPON ULTA BEAUTY INC BY PERSONAL SERVICE ON 12/06/2019 FILED. (FILED ON BEHALF OF DIANNE COCHRAN)	16-JAN-20 SAILER, TODD M
16-JAN-20 11:21:23	AFFIDAVIT OF SERVICE FILED AFFIDAVIT OF SERVICE OF PLAINTIFF'S WRIT OF SUMMONS UPON ULTA BEAUTY BY PERSONAL SERVICE ON 12/19/2019 FILED. (FILED ON BEHALF OF DIANNE COCHRAN)	16-JAN-20 SAILER, TODD M
22-JAN-20 14:24:28	ENTRY OF APPEARANCE-CO COUNSEL ARSHANAPALLY, VAISHNAVI ENTRY OF APPEARANCE OF VAISHNAVI ARSHANAPALLY AS CO-COUNSEL FILED. (FILED ON BEHALF OF ULTA SALON COSMETICS & FRAGRANCE, INC.)	22-JAN-20
12-FEB-20 16:19:39	LISTED FOR CASE MGMT CONF	12-FEB-20
14-FEB-20 00:30:16	NOTICE GIVEN	14-FEB-20
05-MAR-20 08:39:48	PLF CONTINUANCE REQ APPROVED	05-MAR-20
05-MAR-20 08:40:06	LISTED FOR CASE MGMT CONF	05-MAR-20
07-MAR-20 00:30:09	NOTICE GIVEN	07-MAR-20
14-APR-20 12:45:59	COMPLAINT FILED NOTICE GIVEN COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 FILED. (FILED ON BEHALF OF DIANNE COCHRAN)	14-APR-20 SAILER, TODD M
14-APR-20 12:45:59	JURY TRIAL PERFECTED 12 JURORS REQUESTED.	14-APR-20 SAILER, TODD M
16-APR-20 00:30:06	NOTICE GIVEN	16-APR-20
14-MAY-20 14:35:20	PRAECIPE TO REINSTATE CMPLT COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 REINSTATED. (FILED ON BEHALF OF DIANNE COCHRAN)	14-MAY-20 SAILER, TODD M
12-JUN-20 14:43:06	PRAECIPE - WRIT TO JOIN ARSHANAPALLY, VAISHNAVI PRAECIPE TO ISSUE WRIT TO JOIN ADDITIONAL DEFENDANT(S) MATCH CONVERGE. WRIT ISSUED. (FILED ON BEHALF OF ULTA BEAUTY AND ULTA BEAUTY INC)	15-JUN-20

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Filing Date / Time	Docket Entry	Date Entered
12-JUN-20 14:46:17	PRAECIPE - WRIT TO JOIN ARSHANAPALLY, VAISHNAVI PRAECIPE TO ISSUE WRIT TO JOIN ADDITIONAL DEFENDANT(S) CONVERGENCE MARKETING, INC.. WRIT ISSUED. (FILED ON BEHALF OF ULTA BEAUTY AND ULTA BEAUTY INC)	15-JUN-20
12-JUN-20 14:49:49	PRAECIPE - WRIT TO JOIN ARSHANAPALLY, VAISHNAVI PRAECIPE TO ISSUE WRIT TO JOIN ADDITIONAL DEFENDANT(S) MATCH MARKETING GROUP. WRIT ISSUED. (FILED ON BEHALF OF ULTA BEAUTY AND ULTA BEAUTY INC)	15-JUN-20
12-JUN-20 14:59:43	PRAECIPE TO REINSTATE CMPLT SAILER, TODD M COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 REINSTATED. (FILED ON BEHALF OF DIANNE COCHRAN) ENTRY OF APPEARANCE FILED ON BEHALF OF DIANNE COCHRAN.	12-JUN-20
26-JUN-20 15:37:09	ENTRY OF APPEARANCE BAKER, SARAH M ENTRY OF APPEARANCE OF VAISHNAVI ARSHANAPALLY AND SARAH M BAKER FILED. (FILED ON BEHALF OF ERICA S HARRELL)	29-JUN-20
29-JUN-20 17:26:08	CASE MGMT CONFERENCE COMPLETED	29-JUN-20 ORVIK, ERIK
29-JUN-20 17:26:08	CASE MANAGEMENT ORDER ISSUED CASE MANAGEMENT ORDER STANDARD TRACK - AND NOW, 29-JUN-2020, it is Ordered that: 1. The case management and time standards adopted for standard track cases shall be applicable to this case and are hereby incorporated into this Order. 2. All discovery on the above matter shall be completed not later than 01-MAR-2021. 3. Plaintiff shall identify and submit curriculum vitae and expert reports of all expert witnesses intended to testify at trial to all other parties not later than 01-MAR-2021. 4. Defendant and any additional defendants shall identify and submit curriculum vitae and expert reports of all expert witnesses intended to testify at trial not later than 05-APR-2021. 5. All pre-trial motions shall be filed not later than 05-APR-2021. 6. A settlement conference may be scheduled at any time after 05-APR-2021. Prior to the settlement conference all counsel shall serve all opposing counsel and file a settlement memorandum containing the following: (a) A concise summary of the nature of the case if plaintiff or of the defense if defendant or additional defendant; (b) A statement by the plaintiff or all damages accumulated, including an itemization of injuries and all special damages claimed by categories	29-JUN-20

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and amount; (c) Defendant shall identify all applicable insurance carriers, together with applicable limits of liability. 7. A pre-trial conference will be scheduled any time after 07-JUN-2021. Fifteen days prior to pre-trial conference, all counsel shall serve all opposing counsel and file a pre-trial memorandum containing the following: (a) A concise summary of the nature of the case if plaintiff or the defense if defendant or additional defendant; (b) A list of all witnesses who may be called to testify at trial by name and address. Counsel should expect witnesses not listed to be precluded from testifying at trial; (c) A list of all exhibits the party intends to offer into evidence. All exhibits shall be pre-numbered and shall be exchanged among counsel prior to the conference. Counsel should expect any exhibit not listed to be precluded at trial; (d) Plaintiff shall list an itemization of injuries or damages sustained together with all special damages claimed by category and amount. This list shall include as appropriate, computations of all past lost earnings and future lost earning capacity or medical expenses together with any other unliquidated damages claimed; and (e) Defendant shall state its position regarding damages and shall identify all applicable insurance carriers, together with applicable limits of liability; (f) Each counsel shall provide an estimate of the anticipated length of trial. 8. It is expected that the case will be ready for trial 05-JUL-2021, and counsel should anticipate trial to begin expeditiously thereafter. 9. All counsel are under a continuing obligation and are hereby ordered to serve a copy of this order upon all unrepresented parties and upon all counsel entering an appearance subsequent to the entry of this order. ...BY THE COURT: DANIEL ANDERS, J.

29-JUN-20 17:26:08	LISTED FOR SETTLEMENT CONF	29-JUN-20
29-JUN-20 17:26:09	LISTED FOR PRE-TRIAL CONF	29-JUN-20
29-JUN-20 17:26:09	LISTED FOR TRIAL	29-JUN-20
29-JUN-20 17:26:09	NOTICE GIVEN UNDER RULE 236 NOTICE GIVEN ON 30-JUN-2020 OF CASE MANAGEMENT ORDER ISSUED ENTERED ON 29-JUN-2020.	30-JUN-20
10-JUL-20 14:31:28	ANSWER TO COMPLAINT FILED ANSWER WITH NEW MATTER TO PLAINTIFF'S COMPLAINT FILED. (FILED ON BEHALF OF ULTA BEAUTY AND ULTA BEAUTY INC)	10-JUL-20 ARSHANAPALLY, VAISHNAVI

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Filing Date / Time	Docket Entry	Date Entered
10-JUL-20 17:04:59	PRAECIPE TO REINSTATE CMPLT COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 REINSTATED. (FILED ON BEHALF OF DIANNE COCHRAN)	13-JUL-20 SAILER, TODD M
13-JUL-20 14:23:43	PRAECIPE TO REISSUE SUMMONS PREACIPE TO REISSUE WRIT OF SUMMONS FILED. WRIT REISSUED. (FILED ON BEHALF OF ULTA BEAUTY AND ULTA BEAUTY INC)	13-JUL-20 ARSHANAPALLY, VAISHNAVI
13-JUL-20 14:26:45	PRAECIPE TO REISSUE SUMMONS PREACIPE TO REISSUE WRIT OF SUMMONS FILED. WRIT REISSUED. (FILED ON BEHALF OF ULTA BEAUTY AND ULTA BEAUTY INC)	14-JUL-20 ARSHANAPALLY, VAISHNAVI
13-JUL-20 14:29:54	PRAECIPE - WRIT TO JOIN PRAECIPE TO ISSUE WRIT TO JOIN ADDITIONAL DEFENDANT(S) MATCH MARKETING GROUP. WRIT RE-ISSUED. (FILED ON BEHALF OF ULTA BEAUTY AND ULTA BEAUTY INC)	14-JUL-20 ARSHANAPALLY, VAISHNAVI
13-JUL-20 14:53:09	PRAECIPE - WRIT TO JOIN PRAECIPE TO ISSUE WRIT TO JOIN ADDITIONAL DEFENDANT(S) MATCH CONVERGE. WRIT RE-ISSUED. (FILED ON BEHALF OF ULTA BEAUTY AND ULTA BEAUTY INC)	14-JUL-20 ARSHANAPALLY, VAISHNAVI
13-JUL-20 14:54:48	PRAECIPE - WRIT TO JOIN PRAECIPE TO ISSUE WRIT TO JOIN ADDITIONAL DEFENDANT(S) CONVERGENCE MARKETING INC. WRIT RE-ISSUED. (FILED ON BEHALF OF ULTA BEAUTY AND ULTA BEAUTY INC)	14-JUL-20 ARSHANAPALLY, VAISHNAVI
30-JUL-20 11:59:43	AFFIDAVIT OF SERVICE FILED AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON ERICA S HARRELL BY PERSONAL SERVICE ON 07/20/2020 FILED. (FILED ON BEHALF OF DIANNE COCHRAN)	30-JUL-20 SAILER, TODD M
10-AUG-20 13:31:27	PRELIMINARY OBJECTIONS 34-20080634 PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT FILED. RESPONSE DATE: 08/31/2020 (FILED ON BEHALF OF ERICA S HARRELL)	10-AUG-20 ARSHANAPALLY, VAISHNAVI
13-AUG-20 14:39:30	PRAECIPE - WRIT TO JOIN PRAECIPE TO ISSUE WRIT TO JOIN ADDITIONAL DEFENDANT(S) CONVERGENCE MARKETING INC. WRIT RE-ISSUED. (FILED ON	14-AUG-20 ARSHANAPALLY, VAISHNAVI

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First Judicial District
CIVIL DOCKET REPORT
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Filing Date / Time	Docket Entry	Date Entered
	BEHALF OF ULTA BEAUTY AND ULTA BEAUTY INC)	
13-AUG-20 14:41:13	PRAECIPE - WRIT TO JOIN ARSHANAPALLY, VAISHNAVI PRAECIPE TO ISSUE WRIT TO JOIN ADDITIONAL DEFENDANT(S) MATCH CONVERGE. WRIT RE-ISSUED. (FILED ON BEHALF OF ULTA BEAUTY AND ULTA BEAUTY INC)	14-AUG-20
13-AUG-20 14:42:53	PRAECIPE - WRIT TO JOIN ARSHANAPALLY, VAISHNAVI PRAECIPE TO ISSUE WRIT TO JOIN ADDITIONAL DEFENDANT(S) MATCH MARKETING GROUP. WRIT RE-ISSUED. (FILED ON BEHALF OF ULTA BEAUTY AND ULTA BEAUTY INC)	14-AUG-20
02-SEP-20 12:42:07	PRELIM OBJECTIONS ASSIGNED 34-20080634 PRELIMINARY OBJECTIONS ASSIGNED TO JUDGE: ANDERS, DANIEL J. ON DATE: SEPTEMBER 02, 2020	02-SEP-20
08-SEP-20 10:14:10	ORDER ENTERED/236 NOTICE GIVEN ANDERS, DANIEL J 34-20080634 IT IS ORDERED THAT DEFENDANT, ERICA S. HARRELL'S PRELIMINARY OBJECTIONS ARE SUSTAINED. IT IS FURTHER ORDERED THAT PLAINTIFF'S COMPLAINT AS TO ERICA S. HARRELL IS STRICKEN AS A WHOLE, AND DISMISSED, WITH PREJUDICE. ...BY THE COURT; ANDERS, J. 9-3-20	08-SEP-20
08-SEP-20 10:14:11	NOTICE GIVEN UNDER RULE 236 NOTICE GIVEN ON 09-SEP-2020 OF ORDER ENTERED/236 NOTICE GIVEN ENTERED ON 08-SEP-2020.	09-SEP-20
11-SEP-20 12:11:46	AFFIDAVIT OF SERVICE FILED ARSHANAPALLY, VAISHNAVI AFFIDAVIT OF SERVICE OF WRIT TO JOIN ADDITIONAL DEFENDANT(S) UPON MATCH CONVERGE BY CERTIFIED MAIL ON 08/27/2020 FILED. (FILED ON BEHALF OF ULTA BEAUTY AND ULTA BEAUTY INC)	11-SEP-20
11-SEP-20 12:13:12	AFFIDAVIT OF SERVICE FILED ARSHANAPALLY, VAISHNAVI AFFIDAVIT OF SERVICE OF WRIT TO JOIN ADDITIONAL DEFENDANT(S) UPON CONVERGENCE MARKETING INC BY CERTIFIED MAIL ON 08/27/2020 FILED. (FILED ON BEHALF OF ULTA BEAUTY AND ULTA BEAUTY INC)	11-SEP-20
11-SEP-20 12:14:18	AFFIDAVIT OF SERVICE FILED ARSHANAPALLY, VAISHNAVI AFFIDAVIT OF SERVICE OF WRIT TO JOIN ADDITIONAL DEFENDANT(S) UPON MATCH MARKETING GROUP BY CERTIFIED MAIL ON 08/27/2020 FILED. (FILED ON BEHALF OF ULTA BEAUTY AND ULTA BEAUTY INC)	11-SEP-20

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Filing Date / Time	Docket Entry	Date Entered
08-OCT-20 14:46:23	RETURNED MAIL RECEIVED RETURNED MAIL ORDER DATED 09/03/20 AS UNDELIVERABLE AT THE ADDRESS ON FILE WITH THE COURT TO THE FOLLOWING PARTY: CONVERGENCE MARKETING INC.	08-OCT-20
09-OCT-20 15:34:25	NOT OF REMOVAL TO US DIST CT NOTICE OF REMOVAL TO THE U.S. (EASTERN) DISTRICT COURT UNDER 20-CV-4997. (FILED ON BEHALF OF ULTA BEAUTY AND ULTA BEAUTY INC)	09-OCT-20 BAKER, SARAH M
13-OCT-20 10:50:47	RETURNED MAIL RECEIVED RETURNED MAIL ORDER DATED 09/03/20 AS UNDELIVERABLE AT THE ADDRESS ON FILE WITH THE COURT TO THE FOLLOWING PARTY: MATCH CONVERGE.	13-OCT-20

* * * End of Docket * * *

CERTIFIED FROM THE RECORD OF OCT 14 2020
ERIC FEDER
DIRECTOR, OFFICE OF JUDICIAL RECORDS
PHILADELPHIA COUNTY
BY Des Sullivan

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: COMMENCEMENT CIVIL ACTION JURY

NOVEMBER 27, 2019 13:06:59

Sequence: 2

File: 1 Final Cover

Court of Common Pleas of Philadelphia County
Trial Division
Civil Cover Sheet

PLAINTIFF'S NAME DIANNE COCHRAN		DEFENDANT'S NAME ULTA BEAUTY INC.	
PLAINTIFF'S ADDRESS 4 BRAXTON COURT QUAKERTOWN PA 18951		DEFENDANT'S ADDRESS 1000 REMINGTON BLVD #120 BOLINGBROOK IL 60440	
PLAINTIFF'S NAME		DEFENDANT'S NAME ULTA BEAUTY	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS 6164 CARLISLE PIKE MECHANICSBURG PA 17050	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 2	COMMENCEMENT OF ACTION <input type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input checked="" type="checkbox"/> Writ of Summons <input checked="" type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:		
CASE TYPE AND CODE 2S - PREMISES LIABILITY, SLIP/FALL			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>DIANNE COCHRAN</u> Papers may be served at the address set forth below.		FILED PRO PROTHY NOV 27 2019 A. SILIGRINI	
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY TODD M. SAILER		ADDRESS FALCON LAW FIRM LLC 122 E. COURT STREET 3RD FLOOR DOYLESTOWN PA 18901	
PHONE NUMBER (267) 838-2016	FAX NUMBER (215) 345-6487		
SUPREME COURT IDENTIFICATION NO. 86013		E-MAIL ADDRESS t.sailer@FALCONLAWFIRM.COM	
SIGNATURE OF FILING ATTORNEY OR PARTY TODD SAILER		DATE SUBMITTED Wednesday, November 27, 2019, 01:06 pm	

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

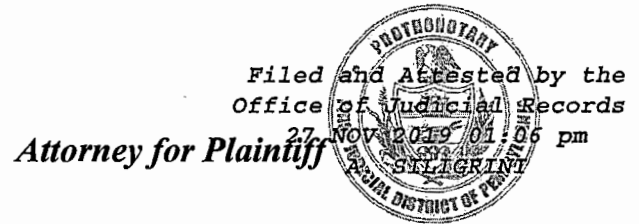
Docket: PRAE TO ISSUE WRIT OF SUMMONS

NOVEMBER 27, 2019 13:06:59

Sequence: 3

File: 1 Cochran-PraecWritSummons.pdf
2 CochranWritofSummons.pdf
3 P Discovery in Aide of filing Complaint.pdf

Todd M. Sailer, Esquire
Falcon Law Firm, LLC
I.D. #86013
122 E. Court Street, Doylestown, PA 18901
Tel: (215) 360-3880



DIANNE COCHRAN
4 Braxton Court
Quakertown, PA 18951

:
:
: PHILADELPHIA COUNTY
:
: COURT OF COMMON PLEAS
:
: TRIAL DIVISION

v.

ULTA BEAUTY, INC.
1000 Remington Blvd. #120
Bolingbrook, IL 60440
and
ULTA BEAUTY
6164 Carlisle Pike
Mechanicsburg, PA 17050

: NO:
:
: _____ TERM, 20____
:
:
:

PRAECIPE FOR WRIT OF SUMMONS

TO THE PROTHONOTARY:

Kindly issue a Writ of Summons in the above-captioned matter.

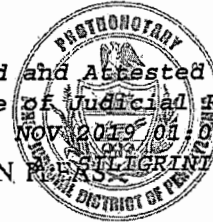
Falcon Law Firm, LLC

By: /s/ Todd M. Sailer, Esq.
Attorney I.D. #86013
Attorney for Plaintiff

Summons
Citacion

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

Filed and Attested by the
Office of Judicial Records
27 Nov 2019 01:06 pm



DIANNE COCHRAN

Plaintiff

COURT OF COMMON

Term, 20

vs.

No.

ULTA BEAUTY, INC. AND ULTA BEAUTY

Defendant

To¹

ULTA BEAUTY INC. and ULTA

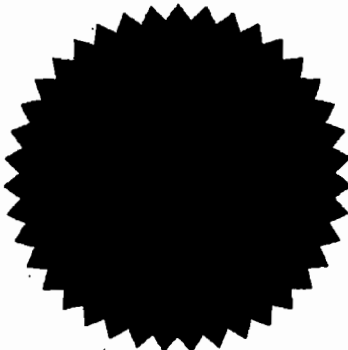
BEAUTY

Writ of Summons

You are notified that the Plaintiff²
Usted esta avisado que el demandante

DIANNE COCHRAN

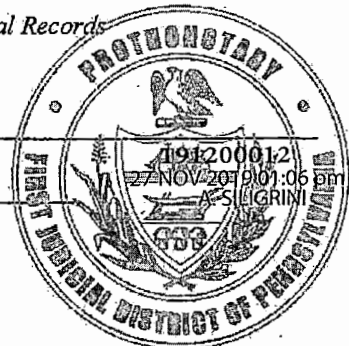
Has (have) commenced an action against you.
Ha (han) iniciado una accion en contra suya.



ERIC FEDER
Director, Office of Judicial Records

By:

Date:



¹ Name(s) of Defendant(s)

² Name(s) of Plaintiff(s)

Court of Common Pleas

_____ Term, 20 _____

No. _____

DIANNE COCHRAN

Plaintiff

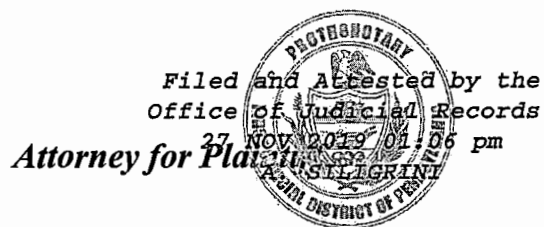
vs.

ULTA BEAUTY, INC. AND ULTA BEAUTY

Defendant

SUMMONS

Todd M. Sailer, Esquire
Falcon Law Firm, LLC
I.D. #86013
122 E. Court Street, Doylestown, PA 18901
Tel: (215) 360-3880



DIANNE COCHRAN
4 Braxton Court
Quakertown, PA 18951
PLEAS

:
:
: PHILADELPHIA COUNTY
:
: COURT OF COMMON
:
: TRIAL DIVISION

v.

ULTA BEAUTY, INC.
1000 Remington Blvd. #120
Bolingbrook, IL 60440
and
ULTA BEAUTY
6164 Carlisle Pike
Mechanicsburg, PA 17050

: NO:
:
: _____ TERM, 20____
:
:
:

Plaintiff's Interrogatories to Defendant in Aid of Filing
A Complaint

Plaintiff(s) by their attorneys, Todd M. Sailer and Falcon Law Firm, LLC, hereby propound the following Interrogatories under and pursuant to the discovery rules of Pennsylvania Rules of Civil Procedure. These Interrogatories are deemed to continuing so as to require that information secured subsequent to the filing of answers hereto, which would have been includable in the answers had it been known or available, be supplied by supplemental answers.

These Interrogatories must be answered separately and fully by you in the space provided in writing under oath, or if insufficient space is provided, then in writing under oath on a supplemental sheet.

The answers must be signed by you and under the Pennsylvania Rules of Civil Procedure you must file and serve the answers on the attorney for the Plaintiff within thirty (30) days after service of these Interrogatories. Failure to so answer these Interrogatories may result in the entry of a judgment of a non pros or default against you, or such other sanctions as may be ordered by the Court. The word "person" or "persons" shall include "entity" or "entities".

1. Identify the manager of the store where the incident occurred on May 6, 2018 at the Collegeville store.
2. Identify the persons or entities who were responsible for installing and maintaining the nail polish display at the Collegeville store on and before May 6, 2018.
3. Identify any persons or entities who inspected, maintained and/or repaired the nail polish display at the Collegeville store on and before May 6, 2018.
4. Identify how the nail polish display was secured from falling at the Collegeville store on and before May 6, 2018.
5. Identify how the nail polish display at the Collegeville store was caused to fall on the date of the incident May 6, 2018 which lead to Plaintiff's injuries.
6. Was Defendant responsible to inspect, maintain, and/or repair the nail polish display at the Collegeville store on and before May 6, 2018. If the answer to this interrogatory is yes, then state all ways in which Defendant was so responsible. If the answer to this interrogatory is no, then state the basis thereof.

7. Please produce any written agreements, correspondence, or other documents between defendant and any other person or entity regarding the installation, maintenance, and/or repair of the nail polish display at Defendant's Collegeville store on and before May 6, 2018.

FALCON LAW FIRM, LLC.

BY: /s/ Todd M. Sailer
Todd M. Sailer, Esquire
Attorney for Plaintiff
Attorney I.D. #86013

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: ENTRY OF APPEARANCE

JANUARY 7, 2020 16:10:10

Sequence: 6

File: 1 Cochran - Entry of Appearance.pdf

BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

IDENTIFICATION NO: 206536

TEN PENN CENTER, SUITE 770

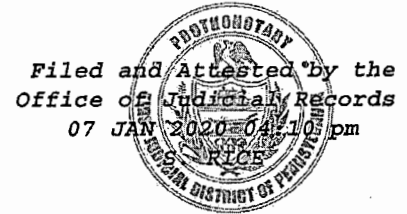
1801 MARKET STREET

PHILADELPHIA, PA 19103

(215) 569-4433

sbaker@bonnerkiernan.com

Attorneys for Defendant, ULTA Salon Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)



DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC. and ULTA BEAUTY

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019

No: 00012

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Defendant, ULTA Salon Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), in the above-captioned matter.

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP

A handwritten signature in cursive script, appearing to read "Sarah M. Baker".

By: _____
SARAH M. BAKER, ESQUIRE
Attorney for Defendant, ULTA Salon Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

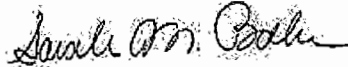
Dated: January 7, 2020

CERTIFICATE OF SERVICE

I, Sarah M. Baker, Esquire, hereby certify that the foregoing Entry of Appearance has been electronically filed with the Court and is available for viewing and downloading from the Electronic Filing System by the following:

COUNSEL FOR PLAINTIFFS
Todd M. Sailer, Esquire
FALCON LAW FIRM, LLC
122 E. Court Street, 3rd Floor
Doylestown, PA 18901

BONNER KIERNAN TREBACH & CROCIATA LLP



By: _____
SARAH M. BAKER, ESQUIRE
*Attorney for Defendant, ULTA Salon
Cosmetics & Fragrance, Inc. (improperly
identified as ULTA Beauty, Inc. and ULTA
Beauty)*

Dated: January 7, 2020

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: AFFIDAVIT OF SERVICE FILED
JANUARY 16, 2020 11:18:41

Sequence: 7

File: 1 AOS Ulta Beauty Inc.pdf

DIANNE COCHRAN

Plaintiff

VS

ULTA BEAUTY, INC, ET AL

Defendant

Person to be served (Name and Address):

ULTA BEAUTY INC.
1000 REMINGTON BLVD #120
BOLINGBROOK IL 60440

By serving: ULTA BEAUTY INC.

Attorney: TODD M. SAILER, ESQ.

Papers Served: PRAECIPE FOR WRIT OF SUMMONS, WRIT OF SUMMONS,
SUMMONS, INTERROGATORIES, CIVIL COVER SHEET

Service Data: ☒ Served Successfully ☐ Not Served

Date/Time: DECEMBER 06, 2019 @ 12:33 PM

☐ Delivered a copy to him/her personally☐ Left a copy with a competent household member over 14 years of age residing therein (indicate name & relationship at right)☒ Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc. (indicate name & official title at right)**Description of Person Accepting Service:**

SEX: F AGE: 28 HEIGHT: 5'7" WEIGHT: 120 SKIN: CAUCASIAN HAIR: BLONDE OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address
☐ No such street in municipality
☐ Defendant is evading service
☐ Appears vacant
☐ No response on:

Date/Time: _____
 Date/Time: _____
 Date/Time: _____

Other: _____

Served Data:

Subscribed and Sworn to me this

30 TH day of DECEMBER, 20 19

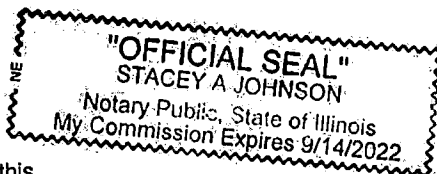
Notary Signature: 

STACEY A JOHNSON

Name of Notary

09-14-2022

Commission Expiration



ERNEST L. JOHNSON

I, ERNEST L. JOHNSON, was at the time of service a competent adult, over the age of 18 and not having direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.


 Signature of Process Server

12 / 30 / 20 19
 Date

Name of Private Server: _____ Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (800) 672-1952

Case ID: 191200012



20191202142607

Court Of Pennsylvania

Filed and Attested by the Venue
 Office of Judicial Records
 Docket Number 2019-01878 TERM 2019 NO
 00012

AFFIDAVIT OF SERVICE
 (For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

KYLIE HILLOCK

INTAKE DESK

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: AFFIDAVIT OF SERVICE FILED
JANUARY 16, 2020 11:21:23

Sequence: 8

File: 1 AOS Ulta Beauty.pdf

DIANNE COCHRAN

Plaintiff

VS.

ULTA BEAUTY, INC., ET AL

Defendant

Person to be served (Name and Address):

ULTA BEAUTY
1000 REMINGTON BLVD. #120
BOLINGBROOK IL 60440
By serving: ULTA BEAUTY

Attorney: TODD M. SAILER, ESQ.

Papers Served: CIVIL COVER SHEET, PRAECIPE FOR WRIT OF SUMMONS,
WRIT OF SUMMONS, INTERROGATORIES

Service Data: ☒ Served Successfully ☐ Not ServedDate/Time: DECEMBER 19, 2019 @ 3:25 PM☐ Delivered a copy to him/her personally☐ Left a copy with a competent household member over 14 years of age residing therein (indicate name & relationship at right)☒ Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc. (indicate name & official title at right)**Description of Person Accepting Service:**SEX: F AGE: 30 HEIGHT: 5'5" WEIGHT: 130 SKIN: CAUCASIAN HAIR: BLONDE OTHER: _____**Unserved:**

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address.
☐ No such street in municipality
☐ Defendant is evading service
☐ Appears vacant
☐ No response on:

Date/Time: _____
 Date/Time: _____
 Date/Time: _____

Other: _____

**Served Data:**

Subscribed and Sworn to me this

3RD day of JANUARY, 2020Notary Signature: Stacey A. Johnson

STACEY A JOHNSON

09-14-2022

Name of Notary

Commission Expiration

ERNEST L. JOHNSON

was at the time of service a competent adult, over the age of 18 and not having direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Process Server

01 / 03 / 2020
Date

Name of Private Server: _____ Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (800) 672-1952

Case ID: 191200012



20191207111105

CAROL PLEAS Court Of PENNSYLVANIA

Filed and Attested by the
 Office of Judicial Records
 16 JAN 2020 11:21 am 000012

AFFIDAVIT OF SERVICE
 (For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

KELLY NELSONPARALEGAL

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

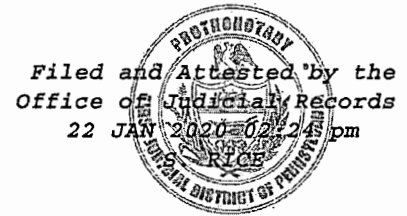
Docket: ENTRY OF APPEARANCE-CO COUNSEL
JANUARY 22, 2020 14:24:28

Sequence: 9

File: 1 Cochran - Entry of Appearance - VA.pdf

BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
IDENTIFICATION NO: 206536 / 318898
TEN PENN CENTER, SUITE 770
1801 MARKET STREET
PHILADELPHIA, PA 19103
(215) 569-4433
sbaker@bonnerkiernan.com
varshanapally@bonnerkiernan.com



Attorneys for Defendant, ULTA Salon Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC. and ULTA BEAUTY

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019
No: 00012

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance as co-counsel on behalf of Defendant, ULTA Salon Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), in the above-captioned matter.

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP

By: _____
VAISHNAVI ARSHANAPALLY, ESQUIRE
Attorney for Defendant, ULTA Salon Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

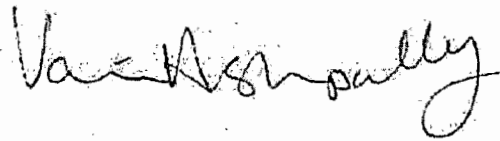
Dated: January 22, 2020

CERTIFICATE OF SERVICE

I, Vaishnavi Arshanapally, Esquire, hereby certify that the foregoing Entry of Appearance as co-counsel has been electronically filed with the Court and is available for viewing and downloading from the Electronic Filing System by the following:

COUNSEL FOR PLAINTIFFS
Todd M. Sailer, Esquire
FALCON LAW FIRM, LLC
122 E. Court Street, 3rd Floor
Doylestown, PA 18901

BONNER KIERNAN TREBACH & CROCIATA LLP



By: _____
VAISHNAVI ARSHANAPALLY, ESQUIRE
*Attorney for Defendant, ULTA Salon Cosmetics
& Fragrance, Inc. (improperly identified as
ULTA Beauty, Inc. and ULTA Beauty)*

Dated: January 22, 2020

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: COMPLAINT FILED NOTICE GIVEN

APRIL 14, 2020 12:45:59

Sequence: 15

File: 1 CochranComplaintfinal.pdf

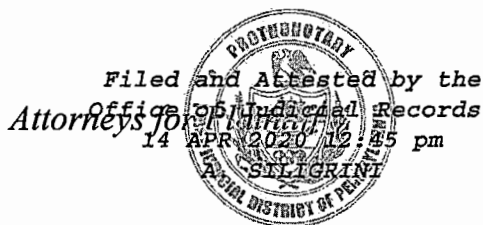
FALCON LAW FIRM, LLC

BY: Todd M. Sailer, Esquire

Attorney I.D. #86013

122 E. Court Street Doylestown, PA 18901

Tel: 215-360-3880



**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL ACTION - LAW**

DIANNE COCHRAN

4 Braxton Court

Quakertown, PA 18951

v.

: **CASE ID # 191200012**

:

: **TERM, 2019**

ULTA BEAUTY INC.

1000 Remington Blvd. #120

Bolingbrook, IL 60440

and

ULTA BEAUTY

6164 Carlisle Pike

Mechanicsburg, PA 17050

and

ERICA S. HARRELL

c/o Ulta

40 Town Center Drive

Collegeville, PA 19426

:

: **JURY TRIAL DEMANDED**

:

:

:

:

:

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO

NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERENCE SERVICE

Philadelphia Bar
Association One
Reading Center
Philadelphia, PA
19107
(215) 238-1701

AVISO

Le han demandado a usted en la carte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazao al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la carte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la carte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con toas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO OSI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME FOR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL

Filadelfia Bar
Association One Reading
Center
Filadelfia, Pennsylvania 19107
(215) 238-1701

FALCON LAW FIRM, LLC

BY: Todd M. Sailer, Esquire

Attorney I.D. #86013

122 E. Court Street

Doylestown, PA 18901

Tel: 215-360-3880

Attorneys for Plaintiff

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL ACTION - LAW**

DIANNE COCHRAN

4 Braxton Court

Quakertown, PA 18951

v.

: **CASE ID # 191200012**

:

: **TERM, 2019**

ULTA BEAUTY INC.

1000 Remington Blvd. #120

Bolingbrook, IL 60440

and

ULTA BEAUTY

6164 Carlisle Pike

Mechanicsburg, PA 17050

and

ERICA S. HARRELL

c/o Ulta

40 Town Center Drive

Collegeville, PA 19426

:

: **JURY TRIAL DEMANDED**

:

:

:

:

:

COMPLAINT

1. Plaintiff, Dianne Cochran, is an adult individual who resides at 4 Braxton Court, Quakertown, PA 18951.

2. Defendant, Ulta Beauty Inc. is a corporation with an address of 1000 Remington Blvd. #120 Bolingbrook, IL and regularly conducts business within the Commonwealth of Pennsylvania including Philadelphia County.

3. Defendant Ulta Beauty is a business entity with a registered address of 6164 Carlisle Pike, Mechanicsburg, PA 17050.

4. Defendant, Erica S. Harrell is an adult individual and resident of the Commonwealth of Pennsylvania and at all times relevant hereto was the manager of the Ulta store located at 40 Town Center Drive Collegeville PA 19426.

5. At all time relevant hereto, Defendants were in exclusive possession, management and control of the Ulta Beauty store located in Collegeville, PA 19426 individually and through its employees who were acting within the course and scope of their employment by Defendant and in furtherance of Defendant's store, including the merchandise endcap shelving units.

6. At all times relevant hereto, Defendant failed to maintain and keep its premises in a reasonably safe condition.

7. On or about May 6, 2018, Plaintiff, Dianne Cochran was working on a display at Defendants' store when a large endcap shelving unit suddenly fell on top of her and violently knocked her backwards causing her to fall to the floor.

8. The carelessness and negligence of the Defendants caused Plaintiff to sustain serious injuries which will be set forth in greater detail herein.

9. Defendant as owner and operator of the business located in Collegeville Pennsylvania owed a duty to keep the premises of the property, including the endcap in a reasonably safe condition for use by persons at the store including Plaintiff.

10. Defendants violated this duty owed, including to the Plaintiff, in that Defendant negligently and carelessly failed to maintain the endcap and permitted a dangerous condition to exist. Defendant knew this condition had existed for some time prior to the accident, and Defendant had, or should have had, due notice of this condition. Defendant knew or should have known this condition posed a danger to persons present at the premises.

11. The aforesaid incident and injuries resulting to the Plaintiff, Dianne Cochran occurred as a result of the negligence and carelessness of the Defendant.

COUNT I

PLAINTIFF, DIANNE COCHRAN v. DEFENDANTS

12. Plaintiff incorporates by reference all the allegations of this Complaint as though the same were fully set forth at length herein.

13. The aforesaid incident and injuries resulting to the Plaintiff occurred as a result of the negligence and carelessness of the Defendants, which consisted of the following:

- a. Failing to maintain the shelving unit/endcap of the premises in a safe manner;
- b. Failing to discover and rectify the danger of the broken

shelving unit/endcap;

- c. Failing to ensure that the endcap was properly and adequately secured;
- d. Failing to warn Plaintiff regarding the dangerous condition caused by the broken shelving unit/endcap in the area where the incident occurred;
- e. Failing to take proper precautions to remedy the dangerous condition of the broken shelving unit/endcap in the area where the incident occurred;
- f. Failing to use reasonable care to keep their business premises and, in particular, the endcap a safe condition;
- g. Failing to make a reasonable inspection of the area which would have revealed the existence of the dangerous condition posed by the broken shelving unit/endcap in the area where the incident occurred;
- h. Allowing the broken endcap to continue to exist when Defendants knew, or in the exercise of reasonable care should have known, that the condition created an unreasonable risk of harm to visitors of the premises.
- i. Failing to properly inspect the endcap for defective conditions.

14. At all times relevant hereto, Plaintiff, despite the exercise of reasonable care, could not protect herself against the dangerous condition created by the Defendants.

15. As a result of the negligence and carelessness of the Defendants,

Plaintiff sustained concussion, post-traumatic headaches, postconcussional syndrome, brain aneurysm, brain hemorrhage, cervical radiculopathy, lumbar radiculopathy, cervicgia, peripheral tear of the medial meniscus of the left knee requiring surgery and other injuries, which are permanent in nature and have caused Plaintiff pain and suffering and severe nervous shock.

16. Solely as a result of Defendants' negligence, Plaintiff was forced to bear extensive medical expenses in the treatment of her injuries, which expenses will continue for an indefinite time in the future.

17. Solely as a result of Defendants' negligence, Plaintiff has or may suffer a severe loss of earnings and an impairment of her earning capacity and power.

18. Solely as a result of Defendants' negligence, Plaintiff was unable to attend to her usual duties and occupations or life's pleasures for a substantial period of time, and may be unable to attend to the aforesaid duties and occupations for an indefinite time in the future.

19. As a result of the injuries sustained by Plaintiff, she has been forced to suffer severe physical pain and mental anguish and may be forced to undergo physical pain and mental anguish for an indefinite period of time in the future.

WHEREFORE, Plaintiff, Dianne Cochran demands judgment against the

Defendants in an amount in excess of \$50,000 together with interest and cost.

FALCON LAW FIRM, LLC

**BY: /s/ Todd M. Sailer, Esq.
Todd M. Sailer, Esquire
Attorney for Plaintiffs
Attorney I.D.#86013**

VERIFICATION

I, Dianne Cochran individually, upon personal knowledge or information and belief, hereby verify that the factual statements made in the foregoing Complaint, are true and correct. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsifications to authorities.

Date: 04/08/2020

Dianne Cochran

Dianne Cochran

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: PRAECIPE TO REINSTATE CMPLT

MAY 14, 2020 14:35:20

Sequence: 18

File: 1 Cochran Praec ReinstateCmpt.pdf
2 CochranComplaintfinalTS.pdf

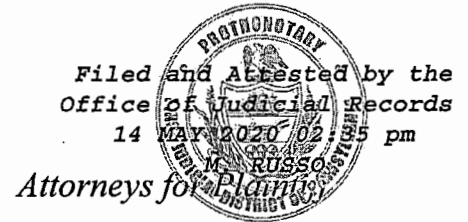
FALCON LAW FIRM, LLC

BY: Todd M. Sailer, Esquire

Attorney I.D. #86013

122 E. Court Street Doylestown, PA 18901

Tel: 215-360-3880



**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL ACTION - LAW**

DIANNE COCHRAN

: CASE ID # 191200012

: TERM, 2019

v.

**ULTA BEAUTY INC. and ULTA
BEAUTY and ERICA S. HARRELL**

: JURY TRIAL DEMANDED

:

PRAECIPE TO REINSTATE COMPLAINT

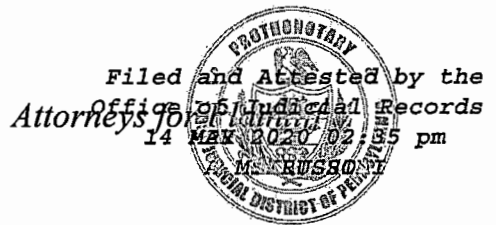
TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above-captioned matter.

Falcon Law Firm, LLC

**By: /s/ Todd M. Sailer, Esq.
Todd M. Sailer, Esquire
Attorney I.D. #86013
Attorney for Plaintiff**

FALCON LAW FIRM, LLC
BY: Todd M. Sailer, Esquire
Attorney I.D. #86013
122 E. Court Street Doylestown, PA 18901
Tel: 215-360-3880



IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL ACTION - LAW

DIANNE COCHRAN : **CASE ID # 191200012**

4 Braxton Court :

Quakertown, PA 18951 :

v. :

TERM, 2019

ULTA BEAUTY INC. :

1000 Remington Blvd. #120 :

Bolingbrook, IL 60440 :

and :

ULTA BEAUTY :

6164 Carlisle Pike :

Mechanicsburg, PA 17050 :

and :

ERICA S. HARRELL :

c/o Ulta :

40 Town Center Drive :

Collegeville, PA 19426 :

JURY TRIAL DEMANDED

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO

NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERENCE SERVICE

Philadelphia Bar
Association One
Reading Center
Philadelphia, PA
19107
(215) 238-1701

AVISO

Le han demandado a usted en la carte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazao al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la carte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la carte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con toas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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SERVICIO DE REFERENCIA LEGAL

Filadelfia Bar
Association One Reading
Center
Filadelfia, Pennsylvania 19107
(215) 238-1701

FALCON LAW FIRM, LLC

BY: Todd M. Sailer, Esquire

Attorney I.D. #86013

122 E. Court Street

Doylestown, PA 18901

Tel: 215-360-3880

Attorneys for Plaintiff

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL ACTION - LAW**

DIANNE COCHRAN

4 Braxton Court

Quakertown, PA 18951

v.

: CASE ID # 191200012

:

: TERM, 2019

ULTA BEAUTY INC.

1000 Remington Blvd. #120

Bolingbrook, IL 60440

and

ULTA BEAUTY

6164 Carlisle Pike

Mechanicsburg, PA 17050

and

ERICA S. HARRELL

c/o Ulta

40 Town Center Drive

Collegeville, PA 19426

:

: JURY TRIAL DEMANDED

:

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:

:

:

COMPLAINT

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2. Defendant, Ulta Beauty Inc. is a corporation with an address of 1000 Remington Blvd. #120 Bolingbrook, IL and regularly conducts business within the Commonwealth of Pennsylvania including Philadelphia County.

3. Defendant Ulta Beauty is a business entity with a registered address of 6164 Carlisle Pike, Mechanicsburg, PA 17050.

4. Defendant, Erica S. Harrell is an adult individual and resident of the Commonwealth of Pennsylvania and at all times relevant hereto was the manager of the Ulta store located at 40 Town Center Drive Collegeville PA 19426.

5. At all time relevant hereto, Defendants were in exclusive possession, management and control of the Ulta Beauty store located in Collegeville, PA 19426 individually and through its employees who were acting within the course and scope of their employment by Defendant and in furtherance of Defendant's store, including the merchandise endcap shelving units.

6. At all times relevant hereto, Defendant failed to maintain and keep its premises in a reasonably safe condition.

7. On or about May 6, 2018, Plaintiff, Dianne Cochran was working on a display at Defendants' store when a large endcap shelving unit suddenly fell on top of her and violently knocked her backwards causing her to fall to the floor.

8. The carelessness and negligence of the Defendants caused Plaintiff to sustain serious injuries which will be set forth in greater detail herein.

9. Defendant as owner and operator of the business located in Collegeville Pennsylvania owed a duty to keep the premises of the property, including the endcap in a reasonably safe condition for use by persons at the store including Plaintiff.

10. Defendants violated this duty owed, including to the Plaintiff, in that Defendant negligently and carelessly failed to maintain the endcap and permitted a dangerous condition to exist. Defendant knew this condition had existed for some time prior to the accident, and Defendant had, or should have had, due notice of this condition. Defendant knew or should have known this condition posed a danger to persons present at the premises.

11. The aforesaid incident and injuries resulting to the Plaintiff, Dianne Cochran occurred as a result of the negligence and carelessness of the Defendant.

COUNT I

PLAINTIFF, DIANNE COCHRAN v. DEFENDANTS

12. Plaintiff incorporates by reference all the allegations of this Complaint as though the same were fully set forth at length herein.

13. The aforesaid incident and injuries resulting to the Plaintiff occurred as a result of the negligence and carelessness of the Defendants, which consisted of the following:

- a. Failing to maintain the shelving unit/endcap of the premises in a safe manner;
- b. Failing to discover and rectify the danger of the broken

shelving unit/endcap;

- c. Failing to ensure that the endcap was properly and adequately secured;
- d. Failing to warn Plaintiff regarding the dangerous condition caused by the broken shelving unit/endcap in the area where the incident occurred;
- e. Failing to take proper precautions to remedy the dangerous condition of the broken shelving unit/endcap in the area where the incident occurred;
- f. Failing to use reasonable care to keep their business premises and, in particular, the endcap a safe condition;
- g. Failing to make a reasonable inspection of the area which would have revealed the existence of the dangerous condition posed by the broken shelving unit/endcap in the area where the incident occurred;
- h. Allowing the broken endcap to continue to exist when Defendants knew, or in the exercise of reasonable care should have known, that the condition created an unreasonable risk of harm to visitors of the premises.
- i. Failing to properly inspect the endcap for defective conditions.

14. At all times relevant hereto, Plaintiff, despite the exercise of reasonable care, could not protect herself against the dangerous condition created by the Defendants.

15. As a result of the negligence and carelessness of the Defendants,

Plaintiff sustained concussion, post-traumatic headaches, postconcussional syndrome, brain aneurysm, brain hemorrhage, cervical radiculopathy, lumbar radiculopathy, cervicgia, peripheral tear of the medial meniscus of the left knee requiring surgery and other injuries, which are permanent in nature and have caused Plaintiff pain and suffering and severe nervous shock.

16. Solely as a result of Defendants' negligence, Plaintiff was forced to bear extensive medical expenses in the treatment of her injuries, which expenses will continue for an indefinite time in the future.

17. Solely as a result of Defendants' negligence, Plaintiff has or may suffer a severe loss of earnings and an impairment of her earning capacity and power.

18. Solely as a result of Defendants' negligence, Plaintiff was unable to attend to her usual duties and occupations or life's pleasures for a substantial period of time, and may be unable to attend to the aforesaid duties and occupations for an indefinite time in the future.

19. As a result of the injuries sustained by Plaintiff, she has been forced to suffer severe physical pain and mental anguish and may be forced to undergo physical pain and mental anguish for an indefinite period of time in the future.

WHEREFORE, Plaintiff, Dianne Cochran demands judgment against the

Defendants in an amount in excess of \$50,000 together with interest and cost.

FALCON LAW FIRM, LLC

**BY: /s/ Todd M. Sailer, Esq.
Todd M. Sailer, Esquire
Attorney for Plaintiffs
Attorney I.D.#86013**

VERIFICATION

I, Dianne Cochran individually, upon personal knowledge or information and belief, hereby verify that the factual statements made in the foregoing Complaint, are true and correct. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsifications to authorities.

Date 04/08/2020

Dianne Cochran

Dianne Cochran

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: PRAECIPE - WRIT TO JOIN

JUNE 12, 2020 14:43:06

Sequence: 20

File: 1 Cochran - Praecipe for Writ to Join Match Converge.pdf

C.P. 88

WRIT TO JOIN ADDITIONAL DEFENDANTS

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

COURT OF COMMON PLEAS

DIANNE COCHRAN

vs.

DECEMBER Term, 20¹⁹

ULTA BEAUTY, INC. et al.

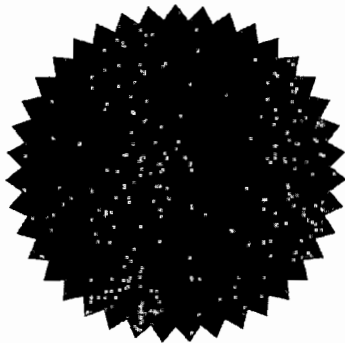
No. 00012

TO
Match Converge
7361 Coca Cola Drive
Hanover, Maryland 21076

You are notified that

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

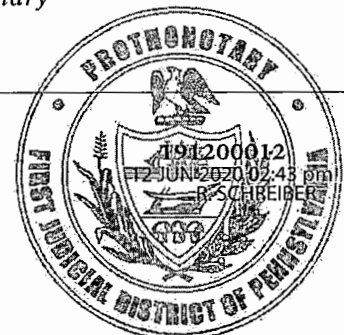
has }
have } joined you as an additional defendant in this action with you are required to defend.



10-245 (Rev. 1/01)

JOSEPH H. EVERS
Prothonotary

By _____



Case ID: 191200012

COURT OF COMMON PLEAS
COUNTY OF PHILADELPHIA

DECEMBER Term, 20¹⁹ No. 00012

DIANNE COCHRAN

vs.

ULTA BEAUTY, INC. et al.

**WRIT TO JOIN ADDITIONAL
DEFENDANTS**

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: PRAECIPE - WRIT TO JOIN

JUNE 12, 2020 14:46:17

Sequence: 21

File: 1 Cochran - Praecipe for Writ to Join Convergence
Marketing.pdf

BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

IDENTIFICATION NO: 206536 / 318898

TEN PENN CENTER, SUITE 770

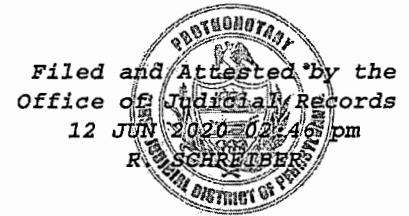
1801 MARKET STREET

PHILADELPHIA, PA 19103

(215) 569-4433

sbaker@bonnerkiernan.com

varshanapally@bonnerkiernan.com



Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019

No: 00012

PRAECIPE TO FILE WRIT TO JOIN ADDITIONAL DEFENDANT

TO THE PROTHONOTARY:

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), hereby requests this Honorable Court to execute a Writ to Join against:

Convergence Marketing, Inc.
7361A Coca Cola Drive
Hanover, MD 21076

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

Date: June 12, 2020

C.P. 88

WRIT TO JOIN ADDITIONAL DEFENDANTS

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

COURT OF COMMON PLEAS

DIANNE COCHRAN

vs.

DECEMBER Term, 20¹⁹

ULTA BEAUTY, INC. et al.

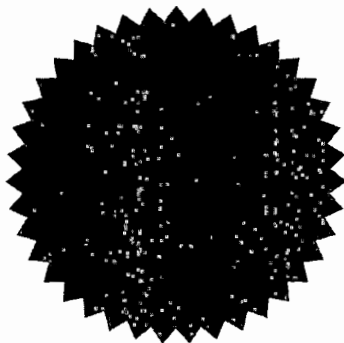
No. 00012

TO
Convergence Marketing, Inc.
7361A Coca Cola Drive
Hanover, MD 21076

You are notified that

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

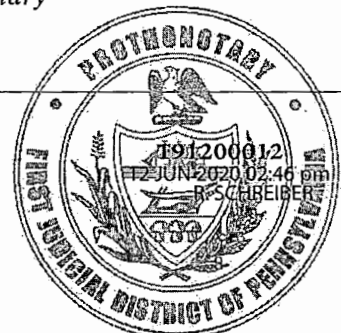
has }
have } joined you as an additional defendant in this action with you are required to defend.



10-245 (Rev. 1/01)

JOSEPH H. EVERS
Prothonotary

By _____



Case ID: 191200012

COURT OF COMMON PLEAS
COUNTY OF PHILADELPHIA

DECEMBER Term, 20¹⁹ No. 00012

DIANNE COCHRAN

vs.

ULTA BEAUTY, INC. et al.

**WRIT TO JOIN ADDITIONAL
DEFENDANTS**

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

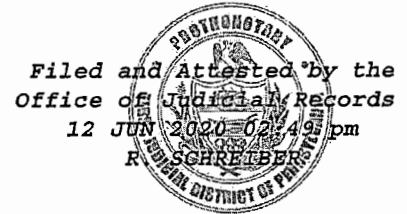
Docket: PRAECIPE - WRIT TO JOIN

JUNE 12, 2020 14:49:49

Sequence: 22

File: 1 Cochran - Praecipe for Writ to Join Match Marketing
Group.pdf

BONNER KIERNAN TREBACH & CROCIATA LLP
SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
IDENTIFICATION NO: 206536 / 318898
TEN PENN CENTER, SUITE 770
1801 MARKET STREET
PHILADELPHIA, PA 19103
(215) 569-4433
sbaker@bonnerkiernan.com
varshanapally@bonnerkiernan.com



Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019
No: 00012

PRAECIPE TO FILE WRIT TO JOIN ADDITIONAL DEFENDANT

TO THE PROTHONOTARY:

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), hereby requests this Honorable Court to execute a Writ to Join against:

Match Marketing Group
800 Connecticut Avenue
3rd Floor East
Norwalk, CT 06584

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

Date: June 12, 2020

C.P. 88

WRIT TO JOIN ADDITIONAL DEFENDANTS

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

COURT OF COMMON PLEAS

DIANNE COCHRAN

vs.

DECEMBER Term, 20¹⁹

ULTA BEAUTY, INC. et al.

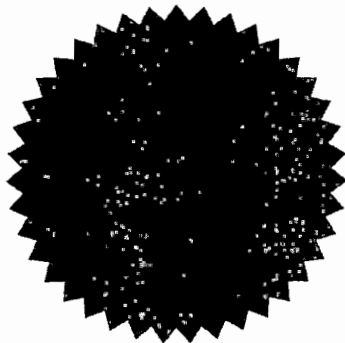
No. 00012

TO
Match Marketing Group
800 Connecticut Avenue
3rd Floor East
Norwalk, CT 06584

You are notified that

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

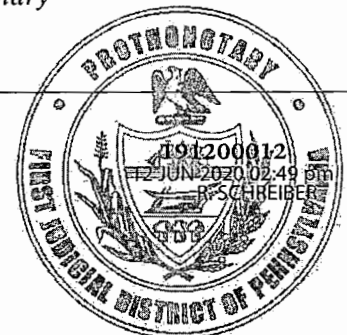
has }
have } joined you as an additional defendant in this action with you are required to defend.



10-245 (Rev. 1/01)

JOSEPH H. EVERS
Prothonotary

By _____



Case ID: 191200012

COURT OF COMMON PLEAS
COUNTY OF PHILADELPHIA

DECEMBER Term, 20¹⁹ No. 00012

DIANNE COCHRAN

vs.

ULTA BEAUTY, INC. et al.

**WRIT TO JOIN ADDITIONAL
DEFENDANTS**

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

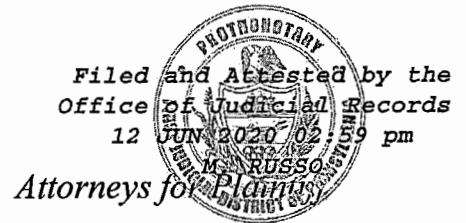
Docket: PRAECIPE TO REINSTATE CMPLT

JUNE 12, 2020 14:59:43

Sequence: 19

File: 1 Praec to Reinstate Complaint2.pdf
2 CochranComplaintfinalTS.pdf

FALCON LAW FIRM, LLC
BY: Todd M. Sailer, Esquire
Attorney I.D. #86013
122 E. Court Street Doylestown, PA 18901
Tel: 215-360-3880



**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL ACTION - LAW**

DIANNE COCHRAN : **CASE ID # 191200012**
: **TERM, 2019**

v.

ULTA BEAUTY INC. and ULTA : **JURY TRIAL DEMANDED**
BEAUTY and ERICA S. HARRELL :

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above-captioned matter.

Falcon Law Firm, LLC

By: /s/ Todd M. Sailer, Esq.
Todd M. Sailer, Esquire
Attorney I.D. #86013
Attorney for Plaintiff

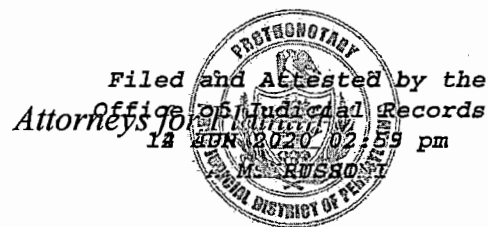
FALCON LAW FIRM, LLC

BY: Todd M. Sailer, Esquire

Attorney I.D. #86013

122 E. Court Street Doylestown, PA 18901

Tel: 215-360-3880



**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL ACTION - LAW**

DIANNE COCHRAN

4 Braxton Court

Quakertown, PA 18951

v.

: **CASE ID # 191200012**

:

: **TERM, 2019**

ULTA BEAUTY INC.

1000 Remington Blvd. #120

Bolingbrook, IL 60440

and

ULTA BEAUTY

6164 Carlisle Pike

Mechanicsburg, PA 17050

and

ERICA S. HARRELL

c/o Ulta

40 Town Center Drive

Collegeville, PA 19426

:

: **JURY TRIAL DEMANDED**

:

:

:

:

:

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO

NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERENCE SERVICE

Philadelphia Bar
Association One
Reading Center
Philadelphia, PA
19107
(215) 238-1701

AVISO

Le han demandado a usted en la carte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazao al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la carte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la carte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con toas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO OSI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME FOR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL

Filadelfia Bar
Association One Reading
Center
Filadelfia, Pennsylvania 19107
(215) 238-1701

FALCON LAW FIRM, LLC

BY: Todd M. Sailer, Esquire

Attorney I.D. #86013

122 E. Court Street

Doylestown, PA 18901

Tel: 215-360-3880

Attorneys for Plaintiff

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL ACTION - LAW**

DIANNE COCHRAN

4 Braxton Court

Quakertown, PA 18951

v.

: CASE ID # 191200012

:

: TERM, 2019

ULTA BEAUTY INC.

1000 Remington Blvd. #120

Bolingbrook, IL 60440

and

ULTA BEAUTY

6164 Carlisle Pike

Mechanicsburg, PA 17050

and

ERICA S. HARRELL

c/o Ulta

40 Town Center Drive

Collegeville, PA 19426

:

: JURY TRIAL DEMANDED

:

:

:

:

:

COMPLAINT

1. Plaintiff, Dianne Cochran, is an adult individual who resides at 4 Braxton Court, Quakertown, PA 18951.

2. Defendant, Ulta Beauty Inc. is a corporation with an address of 1000 Remington Blvd. #120 Bolingbrook, IL and regularly conducts business within the Commonwealth of Pennsylvania including Philadelphia County.

3. Defendant Ulta Beauty is a business entity with a registered address of 6164 Carlisle Pike, Mechanicsburg, PA 17050.

4. Defendant, Erica S. Harrell is an adult individual and resident of the Commonwealth of Pennsylvania and at all times relevant hereto was the manager of the Ulta store located at 40 Town Center Drive Collegeville PA 19426.

5. At all time relevant hereto, Defendants were in exclusive possession, management and control of the Ulta Beauty store located in Collegeville, PA 19426 individually and through its employees who were acting within the course and scope of their employment by Defendant and in furtherance of Defendant's store, including the merchandise endcap shelving units.

6. At all times relevant hereto, Defendant failed to maintain and keep its premises in a reasonably safe condition.

7. On or about May 6, 2018, Plaintiff, Dianne Cochran was working on a display at Defendants' store when a large endcap shelving unit suddenly fell on top of her and violently knocked her backwards causing her to fall to the floor.

8. The carelessness and negligence of the Defendants caused Plaintiff to sustain serious injuries which will be set forth in greater detail herein.

9. Defendant as owner and operator of the business located in Collegeville Pennsylvania owed a duty to keep the premises of the property, including the endcap in a reasonably safe condition for use by persons at the store including Plaintiff.

10. Defendants violated this duty owed, including to the Plaintiff, in that Defendant negligently and carelessly failed to maintain the endcap and permitted a dangerous condition to exist. Defendant knew this condition had existed for some time prior to the accident, and Defendant had, or should have had, due notice of this condition. Defendant knew or should have known this condition posed a danger to persons present at the premises.

11. The aforesaid incident and injuries resulting to the Plaintiff, Dianne Cochran occurred as a result of the negligence and carelessness of the Defendant.

COUNT I

PLAINTIFF, DIANNE COCHRAN v. DEFENDANTS

12. Plaintiff incorporates by reference all the allegations of this Complaint as though the same were fully set forth at length herein.

13. The aforesaid incident and injuries resulting to the Plaintiff occurred as a result of the negligence and carelessness of the Defendants, which consisted of the following:

- a. Failing to maintain the shelving unit/endcap of the premises in a safe manner;
- b. Failing to discover and rectify the danger of the broken

shelving unit/endcap;

- c. Failing to ensure that the endcap was properly and adequately secured;
- d. Failing to warn Plaintiff regarding the dangerous condition caused by the broken shelving unit/endcap in the area where the incident occurred;
- e. Failing to take proper precautions to remedy the dangerous condition of the broken shelving unit/endcap in the area where the incident occurred;
- f. Failing to use reasonable care to keep their business premises and, in particular, the endcap a safe condition;
- g. Failing to make a reasonable inspection of the area which would have revealed the existence of the dangerous condition posed by the broken shelving unit/endcap in the area where the incident occurred;
- h. Allowing the broken endcap to continue to exist when Defendants knew, or in the exercise of reasonable care should have known, that the condition created an unreasonable risk of harm to visitors of the premises.
- i. Failing to properly inspect the endcap for defective conditions.

14. At all times relevant hereto, Plaintiff, despite the exercise of reasonable care, could not protect herself against the dangerous condition created by the Defendants.

15. As a result of the negligence and carelessness of the Defendants,

Plaintiff sustained concussion, post-traumatic headaches, postconcussional syndrome, brain aneurysm, brain hemorrhage, cervical radiculopathy, lumbar radiculopathy, cervicgia, peripheral tear of the medial meniscus of the left knee requiring surgery and other injuries, which are permanent in nature and have caused Plaintiff pain and suffering and severe nervous shock.

16. Solely as a result of Defendants' negligence, Plaintiff was forced to bear extensive medical expenses in the treatment of her injuries, which expenses will continue for an indefinite time in the future.

17. Solely as a result of Defendants' negligence, Plaintiff has or may suffer a severe loss of earnings and an impairment of her earning capacity and power.

18. Solely as a result of Defendants' negligence, Plaintiff was unable to attend to her usual duties and occupations or life's pleasures for a substantial period of time, and may be unable to attend to the aforesaid duties and occupations for an indefinite time in the future.

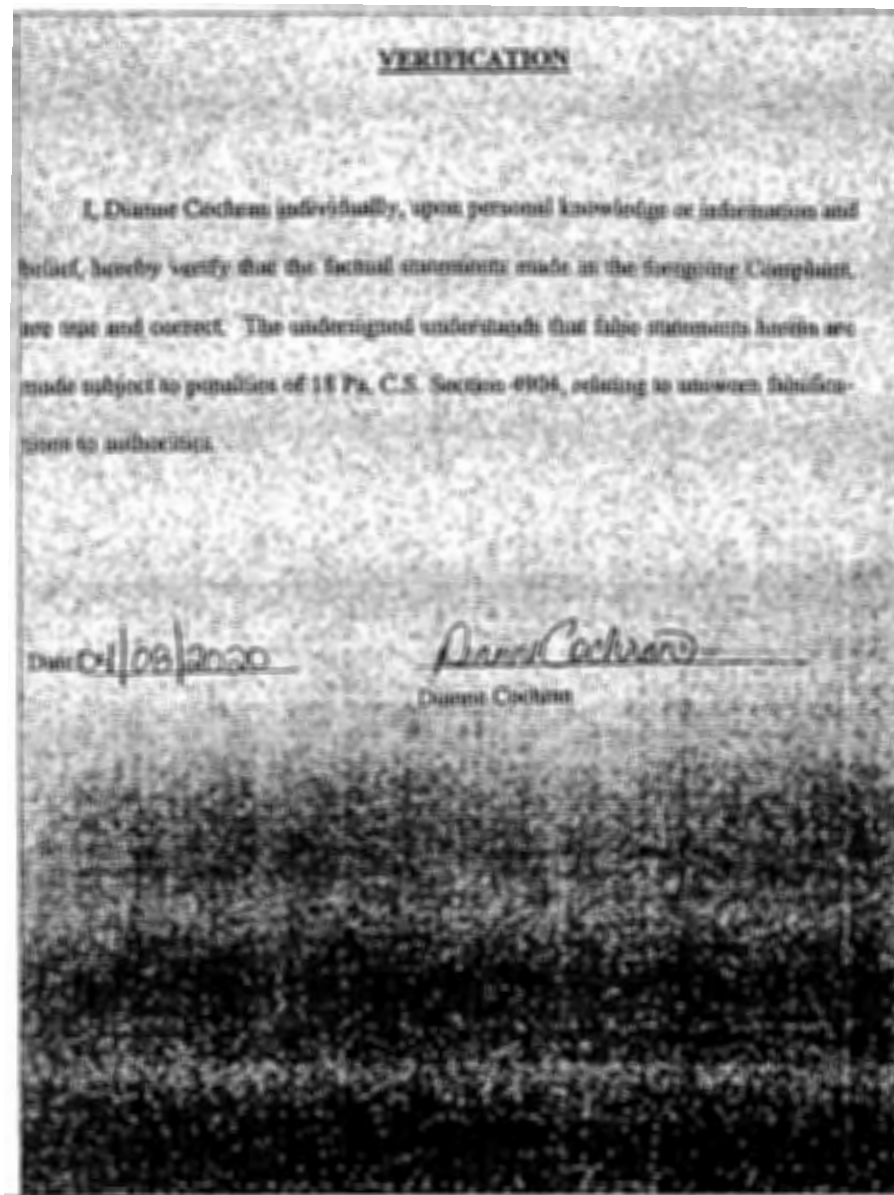
19. As a result of the injuries sustained by Plaintiff, she has been forced to suffer severe physical pain and mental anguish and may be forced to undergo physical pain and mental anguish for an indefinite period of time in the future.

WHEREFORE, Plaintiff, Dianne Cochran demands judgment against the

Defendants in an amount in excess of \$50,000 together with interest and cost.

FALCON LAW FIRM, LLC

**BY: /s/ Todd M. Sailer, Esq.
Todd M. Sailer, Esquire
Attorney for Plaintiffs
Attorney I.D.#86013**



COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: ENTRY OF APPEARANCE

JUNE 26, 2020 15:37:09

Sequence: 23

File: 1 Cochran - Harrell Entry of Appearance SMB and VA.pdf

BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

IDENTIFICATION NO: 206536 / 318898

TEN PENN CENTER, SUITE 770

1801 MARKET STREET

PHILADELPHIA, PA 19103

(215) 569-4433

sbaker@bonnerkiernan.com

varshanapally@bonnerkiernan.com



Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty) and Erica S. Harrell

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

v.

MATCH MARKETING GROUP; MATCH
CONVERGE; and CONVERGENCE
MARKETING, INC.

Additional Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019

No: 00012

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter the appearance of Sarah M. Baker, Esquire and Vaishnavi Arshanapally, Esquire, on behalf of Defendant, Erica S. Harrell, in the above-captioned matter.

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP

A handwritten signature of Sarah M. Baker in black ink.

By: _____

SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
*Attorneys for Defendant, ULTA Salon
Cosmetics & Fragrance, Inc. (improperly
identified as ULTA Beauty, Inc. and ULTA
Beauty) and Erica S. Harrell*

CERTIFICATE OF SERVICE

I, Sarah M. Baker, Esquire, hereby certify that the foregoing Entry of Appearance for Defendant, Erica S. Harrell has been electronically filed with the Court and is available for viewing and downloading from the Electronic Filing System by the following:

COUNSEL FOR PLAINTIFFS
Todd M. Sailer, Esquire
FALCON LAW FIRM, LLC
122 E. Court Street, 3rd Floor
Doylestown, PA 18901

BONNER KIERNAN TREBACH & CROCIATA LLP



By: _____

SARAH M. BAKER, ESQUIRE
*Attorney for Defendant, ULTA Salon
Cosmetics & Fragrance, Inc. (improperly
identified as ULTA Beauty, Inc. and ULTA
Beauty) and Erica S. Harrell*

Dated: June 26, 2020

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: CASE MANAGEMENT ORDER ISSUED

JUNE 29, 2020 17:26:08

Sequence: 25

File: 1 CMOIS_25.pdf



IN THE COURT OF COMMON PLEAS OF PHILADELPHIA
COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
TRIAL DIVISION – CIVIL

COCHRAN

VS

ULTA BEAUTY INC. ETAL

December Term 2019

No. 00012

**CASE MANAGEMENT ORDER
STANDARD TRACK**

**DOCKETED
TRIAL DIVISION - CIVIL
29-JUN-2020
E. ORVIK**

AND NOW, *Monday, June 29, 2020*, it is Ordered that:

1. The case management and time standards adopted for standard track cases shall be applicable to this case and are hereby incorporated into this Order.
2. All *discovery* on the above matter shall be completed not later than **01-MAR-2021**.
3. *Plaintiff* shall identify and submit *curriculum vitae and expert reports* of all expert witnesses intended to testify at trial to all other parties not later than **01-MAR-2021**.
4. *Defendant and any additional defendants* shall identify and submit *curriculum vitae and expert reports* of all expert witnesses intended to testify at trial not later than **05-APR-2021**.
5. All *pre-trial motions* shall be filed not later than **05-APR-2021**.
6. A *settlement conference* may be scheduled at any time after **05-APR-2021**. Prior to the settlement conference all counsel shall serve all opposing counsel and file a settlement memorandum containing the following:
 - (a). A concise summary of the nature of the case if plaintiff or of the defense if defendant or additional defendant;
 - (b). A statement by the plaintiff or all damages accumulated, including an itemization of injuries and all special damages claimed by categories and amount;
 - (c). Defendant shall identify all applicable insurance carriers, together with applicable limits of liability.

7. A *pre-trial conference* will be scheduled any time after **07-JUN-2021**. Fifteen days prior to pre-trial conference, all counsel shall serve all opposing counsel and file a pre-trial memorandum containing the following:
- (a). A concise summary of the nature of the case if plaintiff or the defense if defendant or additional defendant;
 - (b). A list of all witnesses who may be called to testify at trial by name and address. Counsel should expect witnesses not listed to be precluded from testifying at trial;
 - (c). A list of all exhibits the party intends to offer into evidence. All exhibits shall be pre-numbered and shall be exchanged among counsel prior to the conference. Counsel should expect any exhibit not listed to be precluded at trial;
 - (d). Plaintiff shall list an itemization of injuries or damages sustained together with all special damages claimed by category and amount. This list shall include as appropriate, computations of all past lost earnings and future lost earning capacity or medical expenses together with any other unliquidated damages claimed; and
 - (e). Defendant shall state its position regarding damages and shall identify all applicable insurance carriers, together with applicable limits of liability;
 - (f). Each counsel shall provide an estimate of the anticipated length of trial.
8. *It is expected that the case will be ready for trial 05-JUL-2021*, and counsel should anticipate trial to begin expeditiously thereafter.
9. All counsel are under a continuing obligation and are hereby ordered to serve a copy of this order upon all unrepresented parties and upon all counsel entering an appearance subsequent to the entry of this Order.

BY THE COURT:

DANIEL ANDERS, J.
TEAM LEADER

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: ANSWER TO COMPLAINT FILED

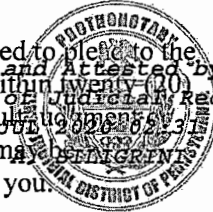
JULY 10, 2020 14:31:28

Sequence: 30

File: 1 Cochran - ULTA Answer to Complaint.pdf

To: Plaintiff

You are hereby notified to plead to the within New Matter within twenty (20) days hereof or a default judgment and other adverse action may be taken/entered against you.



Vaishnavi Arshanapally

Vaishnavi Arshanapally, Esquire

BONNER KIERNAN TREBACH & CROCIATA LLP
SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
IDENTIFICATION NO: 206536 / 318898
TEN PENN CENTER, SUITE 770
1801 MARKET STREET
PHILADELPHIA, PA 19103
(215) 569-4433
sbaker@bonnerkiernan.com
varshanapally@bonnerkiernan.com

Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019
No: 00012

ANSWER WITH NEW MATTER OF DEFENDANT, ULTA SALON, COSMETICS & FRAGRANCE, INC. (IMPROPERLY IDENTIFIED AS ULTA BEAUTY, INC. AND ULTA BEAUTY) TO PLAINTIFF'S COMPLAINT

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty) (hereinafter referred to as "Answering Defendant"), hereby files this Answer with New Matter to Plaintiff's Complaint, and in support thereof avers as follows:

1. Denied. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

this paragraph. Therefore, said averments are deemed denied and strict proof thereof is demanded at the time of trial.

2. Denied as stated. The proper entity and defendant in this matter is ULTA Salon, Cosmetics & Fragrance, Inc. By way of further response, ULTA Salon, Cosmetics & Fragrance, Inc. is a Delaware Corporation with a principal place of business located at 1000 Remington Boulevard, Suite 120, Bolingbrook, Illinois, 60440.

3. Denied as stated. The proper defendant in this matter is ULTA Salon, Cosmetics & Fragrance, Inc. By way of further response, ULTA Salon, Cosmetics & Fragrance, Inc. is a Delaware Corporation with a principal place of business located at 1000 Remington Boulevard, Suite 120, Bolingbrook, Illinois, 60440.

4. The averments contained in this paragraph are directed to a party other than Answering Defendant and therefore, no response is required.

5. Admitted in part; denied in part. It is admitted only that ULTA Salon, Cosmetics & Fragrance, Inc. operated the Ulta business located at 40 Town Center Drive, Suite 2, Collegeville, PA 19426. The remaining averments contained in this paragraph are conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. By way of further response, Answering Defendant specifically denies any express or implied allegations of agency or employment, as these averments do not identify any alleged agents, servants, workmen, and/or employees. Strict proof thereof is demanded at trial.

6. Denied. The averments contained in this paragraph are conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. Strict proof thereof is demanded at the time of trial.

7. Denied. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

this paragraph. Therefore, said averments are deemed denied and strict proof thereof is demanded at the time of trial.

8. Denied. Answering Defendant specifically denies any and all allegations of carelessness and negligence. Additionally, the averments contained in this paragraph are conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. By way of further response, after reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to Plaintiff's alleged injuries. Strict proof thereof is demanded at the time of trial.

9-10. Denied. Answering Defendant specifically denies any and all allegations of carelessness and negligence. By way of further response, the averments contained in these paragraphs are conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. Strict proof thereof is demanded at the time of trial.

11. Denied. The averments contained in these paragraphs are conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. The same are therefore denied. By way of further answer, to the extent the averments in these paragraphs are deemed to be factual, after reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in these paragraphs. Therefore, said averments are deemed denied and strict proof thereof is demanded at trial.

Count I
Plaintiff, Dianne Cochran v. Defendants

12. Answering Defendant incorporates by reference its answers to paragraphs 1 through 11 as though fully set forth at length herein.

13(a) – (i). Denied. The averments of negligence and carelessness contained in this paragraph and its subparagraphs are conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. Strict proof thereof is demanded at the time of trial.

Additionally, it is specifically denied that Answering Defendant breached any duty owed to Plaintiff and/or was the cause of Plaintiff's alleged injuries. By way of further response, it is specifically denied that any action or failure to act on part of Answering Defendant caused or contributed in any manner or to any degree to Plaintiff's alleged injuries and losses.

14. Denied. The averments contained in this paragraph are conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. The same are therefore denied.

15-19. Denied. The averments of negligence and carelessness contained in this paragraph are conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. By way of further answer, after reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments set forth in these paragraphs. Therefore, said averments are deemed denied and strict proof thereof is demanded at trial.

WHEREFORE, Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), demands judgment in its favor and against Plaintiff, together with the awarding of attorneys' fees and costs or other relief deemed appropriate by the Court.

NEW MATTER

20. Plaintiff's Complaint fails, in whole or in part, to state a claim upon which relief can be granted.

21. Plaintiff's claims, if any, are barred and/or substantially reduced due to Plaintiff's comparative negligence, pursuant to 42 Pa. C.S.A. §7102, et seq.

22. Plaintiff's claims may be barred and/or reduced in accordance with Pennsylvania's Fair Share Act, 42 Pa.C.S.A. § 7102, et seq.

23. No act or omission of Answering Defendant caused or contributed to Plaintiff's alleged claims, injuries or damages, if any, in this matter, the existence of any said act, omission, or harm being expressly denied.

24. Plaintiff's damages, if any, were the direct, proximate and sole result, or were substantially contributed to, by the negligence and/or carelessness of parties, entities and/or individuals over whom Answering Defendant had no control or right of control and for whom Answering Defendant is not responsible.

25. Plaintiff's damages, if any, were caused by circumstances over which Answering Defendant had no control and no right to control or involvement.

26. To the extent any collateral source provides benefits to Plaintiff for medical bills, wages or other damages, Plaintiff's recovery, if any, against Answering Defendant must be reduced by that amount.

27. Plaintiff's claims, if any, are barred and/or reduced by Plaintiff's failure to mitigate damages, if any.

28. Plaintiff's claims, if any, are barred and/or limited by any releases that Plaintiff has executed or will execute in favor of any person or party.

29. Answering Defendant did not create the condition which Plaintiff alleges caused and/or contributed to the incident that forms the subject of Plaintiff's Complaint.

30. Answering Defendant exercised all reasonable care to protect Plaintiff from the condition which Plaintiff alleges caused and/or contributed to the incident that forms the subject of Plaintiff's Complaint.

31. Plaintiff's claims are barred by the statute of limitations.

32. Plaintiff's claims, if any, are barred and/or substantially reduced by her assumption of the risks of proceeding as she did.

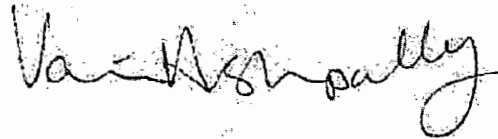
33. Plaintiff's claims, if any, are barred by the doctrines of collateral estoppel or res judicata.

34. Plaintiff's claims, if any, are be barred by the doctrines of laches or waiver.

35. Insofar as, and to the extent that, any injuries, losses and damages to Plaintiff, if any, were the result, in whole or in part, of an ordinary disease of life, idiosyncratic reaction or some other circumstance, event or exposure, responsibility, if any, for damages to the extent thereof must be apportioned and allocated, in whole or in part, to such cause(s) pursuant to § 433(a) of the Restatement (2d) of Torts.

WHEREFORE, Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), demands judgment in its favor and against Plaintiff, together with the awarding of attorneys' fees and costs or other relief deemed appropriate by the Court.

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP



By: _____
SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
*Attorneys for Defendant, ULTA Salon,
Cosmetics & Fragrance, Inc. (improperly
identified as ULTA Beauty, Inc. and ULTA
Beauty)*

Dated: July 10, 2020

VERIFICATION

The undersigned, having read the foregoing Answer with New Matter of Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), to Plaintiff's Complaint verifies that the responses are based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the pleading is that of counsel and not of signer. Signer verifies that he has read the foregoing Answer with New Matter to Plaintiff's Complaint and that it is true and correct to the best of the signer's knowledge, information and belief. To the extent that the contents of the foregoing document are that of counsel, verifier has relied upon counsel in making this verification; that certain of the matters stated therein are not within the personal knowledge of the signer; that the facts stated therein have been assembled by authorized agents, employees, and counsel, and signer is informed that the facts stated therein are true.

This verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

By: ULTA Salon, Cosmetics & Fragrance, Inc.

BY: Bayyinah Francies
Bayyinah Francies

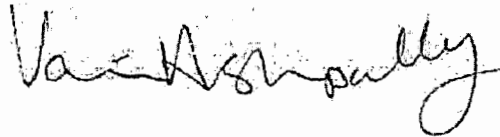
Dated: 7/10/2020

CERTIFICATE OF SERVICE

I, Vaishnavi Arshanapally, Esquire, hereby certify that the foregoing ANSWER WITH NEW MATTER OF DEFENDANT, ULTA SALON, COSMETICS & FRAGRANCE, INC. (IMPROPERLY IDENTIFIED AS ULTA BEAUTY, INC. AND ULTA BEAUTY) TO PLAINTIFF'S COMPLAINT has been electronically filed with the Court and is available for viewing and downloading from the Electronic Filing System by the following:

COUNSEL FOR PLAINTIFF
Todd M. Sailer, Esquire
FALCON LAW FIRM, LLC
122 E. Court Street, 3rd Floor
Doylestown, PA 18901

BONNER KIERNAN TREBACH & CROCIATA LLP



By: _____
SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
*Attorneys for Defendant, ULTA Salon,
Cosmetics & Fragrance, Inc. (improperly
identified as ULTA Beauty, Inc. and ULTA
Beauty)*

Dated: July 10, 2020

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: PRAECIPE TO REINSTATE CMPLT

JULY 10, 2020 17:04:59

Sequence: 31

File: 1 Praec to Reinstate Complaint3.pdf
2 CochranComplaintfinalTS.pdf

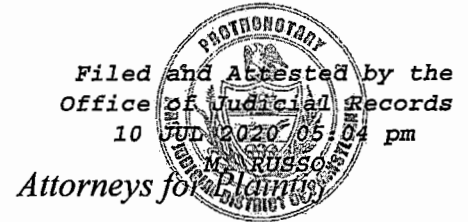
FALCON LAW FIRM, LLC

BY: Todd M. Sailer, Esquire

Attorney I.D. #86013

122 E. Court Street Doylestown, PA 18901

Tel: 215-360-3880



**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL ACTION - LAW**

DIANNE COCHRAN

: CASE ID # 191200012

: TERM, 2019

v.

**ULTA BEAUTY INC. and ULTA
BEAUTY and ERICA S. HARRELL**

: JURY TRIAL DEMANDED

:

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above-captioned matter.

Falcon Law Firm, LLC

**By: /s/ Todd M. Sailer, Esq.
Todd M. Sailer, Esquire
Attorney I.D. #86013
Attorney for Plaintiff**

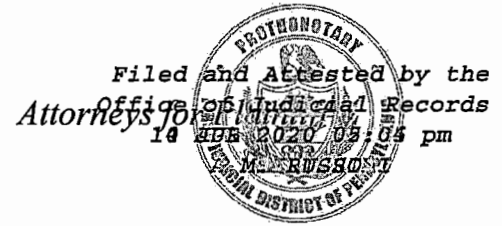
FALCON LAW FIRM, LLC

BY: Todd M. Sailer, Esquire

Attorney I.D. #86013

122 E. Court Street Doylestown, PA 18901

Tel: 215-360-3880



**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL ACTION - LAW**

DIANNE COCHRAN

4 Braxton Court

Quakertown, PA 18951

v.

: **CASE ID # 191200012**

:

: **TERM, 2019**

ULTA BEAUTY INC.

1000 Remington Blvd. #120

Bolingbrook, IL 60440

and

ULTA BEAUTY

6164 Carlisle Pike

Mechanicsburg, PA 17050

and

ERICA S. HARRELL

c/o Ulta

40 Town Center Drive

Collegeville, PA 19426

:

: **JURY TRIAL DEMANDED**

:

:

:

:

:

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO

NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERENCE SERVICE

Philadelphia Bar
Association One
Reading Center
Philadelphia, PA
19107
(215) 238-1701

AVISO

Le han demandado a usted en la carte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazao al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la carte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la carte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con toas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO OSI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME FOR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL

Filadelfia Bar
Association One Reading
Center
Filadelfia, Pennsylvania 19107
(215) 238-1701

FALCON LAW FIRM, LLC

BY: Todd M. Sailer, Esquire

Attorney I.D. #86013

122 E. Court Street

Doylestown, PA 18901

Tel: 215-360-3880

Attorneys for Plaintiff

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL ACTION - LAW**

DIANNE COCHRAN

4 Braxton Court

Quakertown, PA 18951

v.

: CASE ID # 191200012

:

: TERM, 2019

ULTA BEAUTY INC.

1000 Remington Blvd. #120

Bolingbrook, IL 60440

and

ULTA BEAUTY

6164 Carlisle Pike

Mechanicsburg, PA 17050

and

ERICA S. HARRELL

c/o Ulta

40 Town Center Drive

Collegeville, PA 19426

:

: JURY TRIAL DEMANDED

:

:

:

:

:

COMPLAINT

1. Plaintiff, Dianne Cochran, is an adult individual who resides at 4 Braxton Court, Quakertown, PA 18951.

2. Defendant, Ulta Beauty Inc. is a corporation with an address of 1000 Remington Blvd. #120 Bolingbrook, IL and regularly conducts business within the Commonwealth of Pennsylvania including Philadelphia County.

3. Defendant Ulta Beauty is a business entity with a registered address of 6164 Carlisle Pike, Mechanicsburg, PA 17050.

4. Defendant, Erica S. Harrell is an adult individual and resident of the Commonwealth of Pennsylvania and at all times relevant hereto was the manager of the Ulta store located at 40 Town Center Drive Collegeville PA 19426.

5. At all time relevant hereto, Defendants were in exclusive possession, management and control of the Ulta Beauty store located in Collegeville, PA 19426 individually and through its employees who were acting within the course and scope of their employment by Defendant and in furtherance of Defendant's store, including the merchandise endcap shelving units.

6. At all times relevant hereto, Defendant failed to maintain and keep its premises in a reasonably safe condition.

7. On or about May 6, 2018, Plaintiff, Dianne Cochran was working on a display at Defendants' store when a large endcap shelving unit suddenly fell on top of her and violently knocked her backwards causing her to fall to the floor.

8. The carelessness and negligence of the Defendants caused Plaintiff to sustain serious injuries which will be set forth in greater detail herein.

9. Defendant as owner and operator of the business located in Collegeville Pennsylvania owed a duty to keep the premises of the property, including the endcap in a reasonably safe condition for use by persons at the store including Plaintiff.

10. Defendants violated this duty owed, including to the Plaintiff, in that Defendant negligently and carelessly failed to maintain the endcap and permitted a dangerous condition to exist. Defendant knew this condition had existed for some time prior to the accident, and Defendant had, or should have had, due notice of this condition. Defendant knew or should have known this condition posed a danger to persons present at the premises.

11. The aforesaid incident and injuries resulting to the Plaintiff, Dianne Cochran occurred as a result of the negligence and carelessness of the Defendant.

COUNT I

PLAINTIFF, DIANNE COCHRAN v. DEFENDANTS

12. Plaintiff incorporates by reference all the allegations of this Complaint as though the same were fully set forth at length herein.

13. The aforesaid incident and injuries resulting to the Plaintiff occurred as a result of the negligence and carelessness of the Defendants, which consisted of the following:

- a. Failing to maintain the shelving unit/endcap of the premises in a safe manner;
- b. Failing to discover and rectify the danger of the broken

shelving unit/endcap;

- c. Failing to ensure that the endcap was properly and adequately secured;
- d. Failing to warn Plaintiff regarding the dangerous condition caused by the broken shelving unit/endcap in the area where the incident occurred;
- e. Failing to take proper precautions to remedy the dangerous condition of the broken shelving unit/endcap in the area where the incident occurred;
- f. Failing to use reasonable care to keep their business premises and, in particular, the endcap a safe condition;
- g. Failing to make a reasonable inspection of the area which would have revealed the existence of the dangerous condition posed by the broken shelving unit/endcap in the area where the incident occurred;
- h. Allowing the broken endcap to continue to exist when Defendants knew, or in the exercise of reasonable care should have known, that the condition created an unreasonable risk of harm to visitors of the premises.
- i. Failing to properly inspect the endcap for defective conditions.

14. At all times relevant hereto, Plaintiff, despite the exercise of reasonable care, could not protect herself against the dangerous condition created by the Defendants.

15. As a result of the negligence and carelessness of the Defendants,

Plaintiff sustained concussion, post-traumatic headaches, postconcussional syndrome, brain aneurysm, brain hemorrhage, cervical radiculopathy, lumbar radiculopathy, cervicalgia, peripheral tear of the medial meniscus of the left knee requiring surgery and other injuries, which are permanent in nature and have caused Plaintiff pain and suffering and severe nervous shock.

16. Solely as a result of Defendants' negligence, Plaintiff was forced to bear extensive medical expenses in the treatment of her injuries, which expenses will continue for an indefinite time in the future.

17. Solely as a result of Defendants' negligence, Plaintiff has or may suffer a severe loss of earnings and an impairment of her earning capacity and power.

18. Solely as a result of Defendants' negligence, Plaintiff was unable to attend to her usual duties and occupations or life's pleasures for a substantial period of time, and may be unable to attend to the aforesaid duties and occupations for an indefinite time in the future.

19. As a result of the injuries sustained by Plaintiff, she has been forced to suffer severe physical pain and mental anguish and may be forced to undergo physical pain and mental anguish for an indefinite period of time in the future.

WHEREFORE, Plaintiff, Dianne Cochran demands judgment against the

Defendants in an amount in excess of \$50,000 together with interest and cost.

FALCON LAW FIRM, LLC

**BY: /s/ Todd M. Sailer, Esq.
Todd M. Sailer, Esquire
Attorney for Plaintiffs
Attorney I.D.#86013**

VERIFICATION

I, Dianne Cochran individually, upon personal knowledge or information and belief, hereby verify that the factual statements made in the foregoing Complaint, are true and correct. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsifications to authorities.

Date 04/08/2020

Dianne Cochran
Dianne Cochran

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: PRAECIPE TO REISSUE SUMMONS

JULY 13, 2020 14:23:43

Sequence: 32

File: 1 Cochran - Praecipe to Reinstate Writ to Join Match
Converge.pdf

BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

IDENTIFICATION NO: 206536 / 318898

TEN PENN CENTER, SUITE 770

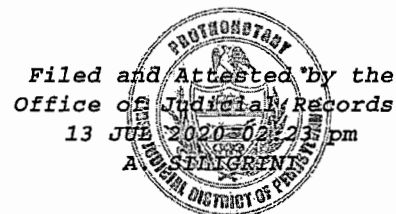
1801 MARKET STREET

PHILADELPHIA, PA 19103

(215) 569-4433

sbaker@bonnerkiernan.com

varshanapally@bonnerkiernan.com



Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019

No: 00012

PRAECIPE TO REINSTATE WRIT TO JOIN ADDITIONAL DEFENDANT

TO THE PROTHONOTARY:

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), hereby requests this Honorable Court to reinstate the attached Writ to Join against:

Match Converge
7361 Coca Cola Drive
Hanover, Maryland, 21076

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

Date: July 13, 2020

C.P. 88

WRIT TO JOIN ADDITIONAL DEFENDANTS

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

COURT OF COMMON PLEAS

DIANNE COCHRAN

vs.

DECEMBER

Term, 20¹⁹

ULTA BEAUTY, INC. et al.

No. 00012

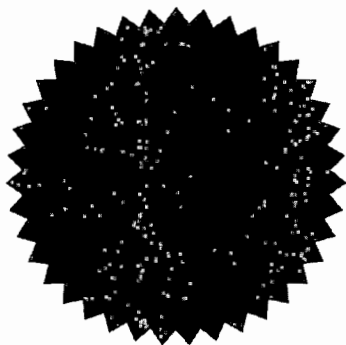
TO

Match Converge
7361 Coca Cola Drive
Hanover, Maryland 21076

You are notified that

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

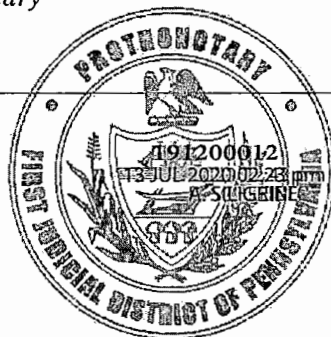
has } joined you as an additional defendant in this action with you are required to defend.
have }



10-245 (Rev. 1/01)

JOSEPH H. EVERS
Prothonotary

By _____



Case ID: 191200012

COURT OF COMMON PLEAS
COUNTY OF PHILADELPHIA

DECEMBER Term, 20¹⁹ No. 00012

DIANNE COCHRAN

vs.

ULTA BEAUTY, INC. et al.

**WRIT TO JOIN ADDITIONAL
DEFENDANTS**

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: PRAECIPE TO REISSUE SUMMONS

JULY 13, 2020 14:26:45

Sequence: 36

File: 1 Cochran - Praecipe to Reinstate Writ to Join Convergence
Marketing.pdf

BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

IDENTIFICATION NO: 206536 / 318898

TEN PENN CENTER, SUITE 770

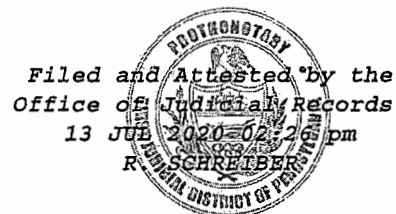
1801 MARKET STREET

PHILADELPHIA, PA 19103

(215) 569-4433

sbaker@bonnerkiernan.com

varshanapally@bonnerkiernan.com



Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019

No: 00012

PRAECIPE TO REINSTATE WRIT TO JOIN ADDITIONAL DEFENDANT

TO THE PROTHONOTARY:

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), hereby requests this Honorable Court to reinstate the attached Writ to Join against:

Convergence Marketing, Inc.
7361A Coca Cola Drive
Hanover, MD 21076

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

Date: July 13, 2020

C.P. 88

WRIT TO JOIN ADDITIONAL DEFENDANTS

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

COURT OF COMMON PLEAS

DIANNE COCHRAN

vs.

DECEMBER Term, 20¹⁹

ULTA BEAUTY, INC. et al.

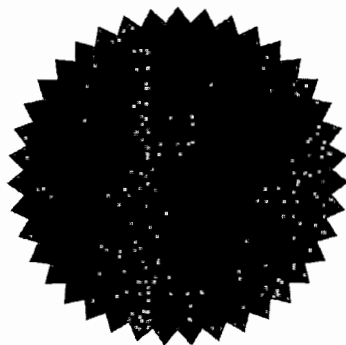
No. 00012

TO
Convergence Marketing, Inc.
7361A Coca Cola Drive
Hanover, MD 21076

You are notified that

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

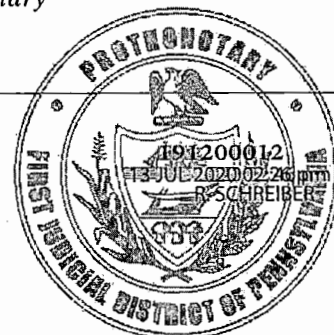
has } joined you as an additional defendant in this action with you are required to defend.
have }



10-245 (Rev. 1/01)

JOSEPH H. EVERS
Prothonotary

By _____



Case ID: 191200012

COURT OF COMMON PLEAS
COUNTY OF PHILADELPHIA

DECEMBER Term, 2019 No. 00012

DIANNE COCHRAN

vs.

ULTA BEAUTY, INC. et al.

**WRIT TO JOIN ADDITIONAL
DEFENDANTS**

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: PRAECIPE - WRIT TO JOIN

JULY 13, 2020 14:29:54

Sequence: 33

File: 1 Cochran - Praecipe to Reinstate Writ to Join Match
Marketing Group.pdf

BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

IDENTIFICATION NO: 206536 / 318898

TEN PENN CENTER, SUITE 770

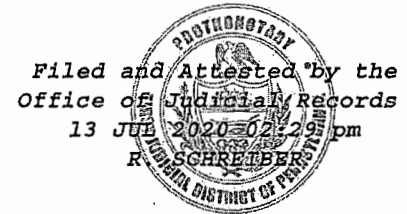
1801 MARKET STREET

PHILADELPHIA, PA 19103

(215) 569-4433

sbaker@bonnerkiernan.com

varshanapally@bonnerkiernan.com



Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019

No: 00012

PRAECIPE TO REINSTATE WRIT TO JOIN ADDITIONAL DEFENDANT

TO THE PROTHONOTARY:

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), hereby requests this Honorable Court to reinstate the attached Writ to Join against:

Match Marketing Group
800 Connecticut Avenue
3rd Floor East
Norwalk, CT 06584

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

Date: July 13, 2020

C.P. 88

WRIT TO JOIN ADDITIONAL DEFENDANTS

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

COURT OF COMMON PLEAS

DIANNE COCHRAN

vs.

DECEMBER Term, 20¹⁹

ULTA BEAUTY, INC. et al.

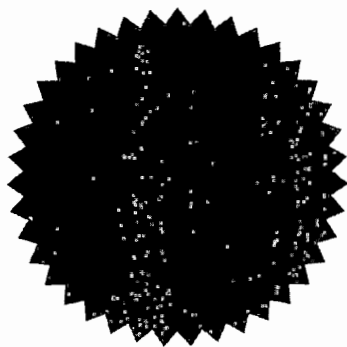
No. 00012

TO
Match Marketing Group
800 Connecticut Avenue
3rd Floor East
Norwalk, CT 06584

You are notified that

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

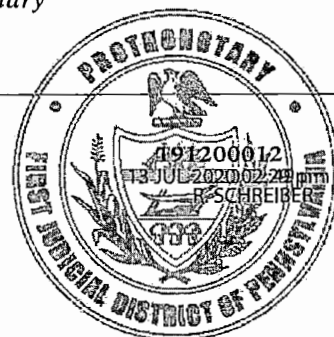
has } joined you as an additional defendant in this action with you are required to defend.
have }



10-245 (Rev. 1/01)

JOSEPH H. EVERS
Prothonotary

By _____



Case ID: 191200012

COURT OF COMMON PLEAS
COUNTY OF PHILADELPHIA

DECEMBER Term, 2019 No. 00012

DIANNE COCHRAN

vs.

ULTA BEAUTY, INC. et al.

**WRIT TO JOIN ADDITIONAL
DEFENDANTS**

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: PRAECIPE - WRIT TO JOIN

JULY 13, 2020 14:53:09

Sequence: 34

File: 1 Cochran - Praecipe to Reinstate Writ to Join Match
Converge.pdf

BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

IDENTIFICATION NO: 206536 / 318898

TEN PENN CENTER, SUITE 770

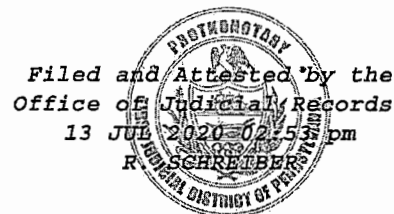
1801 MARKET STREET

PHILADELPHIA, PA 19103

(215) 569-4433

sbaker@bonnerkiernan.com

varshanapally@bonnerkiernan.com



Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019

No: 00012

PRAECIPE TO REINSTATE WRIT TO JOIN ADDITIONAL DEFENDANT

TO THE PROTHONOTARY:

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), hereby requests this Honorable Court to reinstate the attached Writ to Join against:

Match Converge
7361 Coca Cola Drive
Hanover, Maryland, 21076

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

Date: July 13, 2020

C.P. 88

WRIT TO JOIN ADDITIONAL DEFENDANTS

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

COURT OF COMMON PLEAS

DIANNE COCHRAN

vs.

DECEMBER Term, 20¹⁹

ULTA BEAUTY, INC. et al.

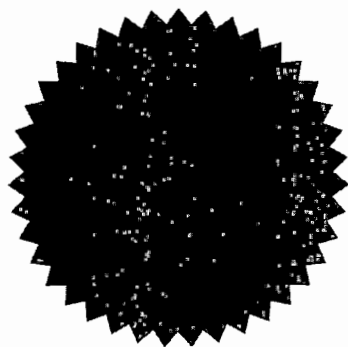
No. 00012

TO
Match Converge
7361 Coca Cola Drive
Hanover, Maryland 21076

You are notified that

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

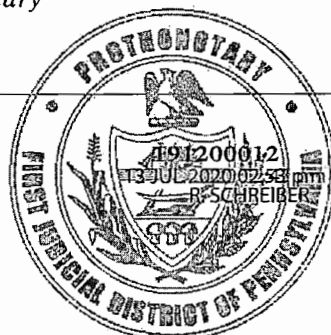
has } joined you as an additional defendant in this action with you are required to defend.
have }



10-245 (Rev. 1/01)

JOSEPH H. EVERS
Prothonotary

By _____



Case ID: 191200012

COURT OF COMMON PLEAS
COUNTY OF PHILADELPHIA

DECEMBER Term, 20¹⁹ No. 00012

DIANNE COCHRAN

vs.

ULTA BEAUTY, INC. et al.

**WRIT TO JOIN ADDITIONAL
DEFENDANTS**

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: PRAECIPE - WRIT TO JOIN

JULY 13, 2020 14:54:48

Sequence: 35

File: 1 Cochran - Praecipe to Reinstate Writ to Join Convergence
Marketing.pdf

BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

IDENTIFICATION NO: 206536 / 318898

TEN PENN CENTER, SUITE 770

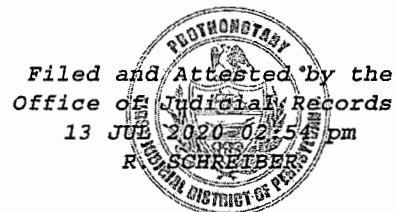
1801 MARKET STREET

PHILADELPHIA, PA 19103

(215) 569-4433

sbaker@bonnerkiernan.com

varshanapally@bonnerkiernan.com



Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and

ERICA S. HARRELL

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019

No: 00012

PRAECIPE TO REINSTATE WRIT TO JOIN ADDITIONAL DEFENDANT

TO THE PROTHONOTARY:

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), hereby requests this Honorable Court to reinstate the attached Writ to Join against:

Convergence Marketing, Inc.
7361A Coca Cola Drive
Hanover, MD 21076

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

Date: July 13, 2020

C.P. 88

WRIT TO JOIN ADDITIONAL DEFENDANTS

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

COURT OF COMMON PLEAS

DIANNE COCHRAN

vs.

DECEMBER Term, 20¹⁹

ULTA BEAUTY, INC. et al.

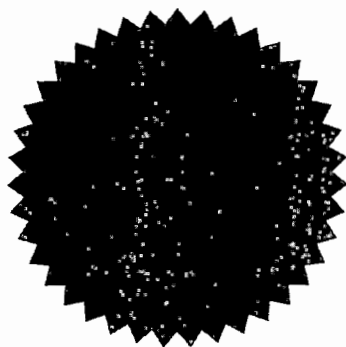
No. 00012

TO
Convergence Marketing, Inc.
7361A Coca Cola Drive
Hanover, MD 21076

You are notified that

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

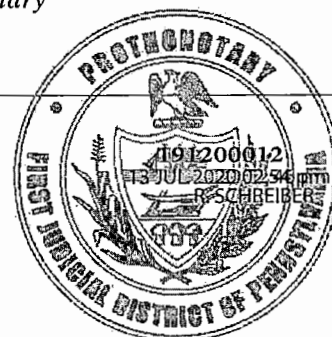
has } joined you as an additional defendant in this action with you are required to defend.
have }



10-245 (Rev. 1/01)

JOSEPH H. EVERS
Prothonotary

By _____



Case ID: 191200012

COURT OF COMMON PLEAS
COUNTY OF PHILADELPHIA

DECEMBER Term, 20¹⁹ No. 00012

DIANNE COCHRAN

vs.

ULTA BEAUTY, INC. et al.

**WRIT TO JOIN ADDITIONAL
DEFENDANTS**

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: AFFIDAVIT OF SERVICE FILED

JULY 30, 2020 11:59:43

Sequence: 37

File: 1 AOS Harrell.pdf

DIANNE COCHRAN

Plaintiff

vs

ULTA BEAUTY, INC; ET AL

Defendant

Person to be served (Name and Address):

ERICA S. HARRELL
40 TOWN CENTER DR.
COLLEGEVILLE PA 19426
By serving: ULTA

Attorney: TODD M. SAILER, ESQ.

Papers Served: NOTICE, COMPLAINT, VERIFICATION

Service Data: ☒ Served Successfully ☐ Not Served

Date/Time: 7/20/2020 10:20 AM

☒ Delivered a copy to him/her personally☐ Left a copy with a competent household member over 14 years of age residing therein (indicate name & relationship at right)☐ Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc. (indicate name & official title at right)**Description of Person Accepting Service:**

SEX: F AGE: 21-35 HEIGHT: 5'4"-5'8" WEIGHT: 131-160 LBS. SKIN: BLACK HAIR: BLACK OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address
☐ No such street in municipality
☐ Defendant is evading service
☐ Appears vacant
☐ No response on: _____

Date/Time: _____
 Date/Time: _____
 Date/Time: _____

Other: _____

Served Data:

Subscribed and Sworn to me this

24th day of July, 2020

Notary Signature: _____

Name of Notary

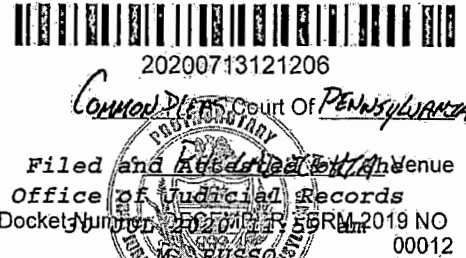
Commission Expiration:

SILVIA L. BONILLA

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires May 17, 2023

Address: 2009 Morris Avenue UNION, NJ 07083. Phone: (800) 672-1952



AFFIDAVIT OF SERVICE
 (For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

ERICA S. HARRELL C/O ULTA

SELF

ROBERT WAGNER
 was at the time of service a competent adult, over the age of 18 and not having direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.
 Signature of Process Server
 Date: 7/24/2020

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: PRELIMINARY OBJECTIONS

AUGUST 10, 2020 13:31:27

Sequence: 38

File: 1 Cochran - Harrell Preliminary Objections to Plaintiffs
Complaint.pdf

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

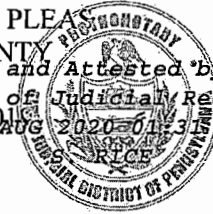
v.

MATCH MARKETING GROUP; MATCH
CONVERGE; and CONVERGENCE
MARKETING, INC.

Additional Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

Filed and Attested by the
Office of Judicial Records
DECEMBER TERM, 2019
No: 00012



ORDER

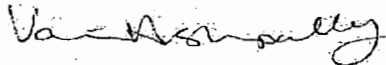
AND NOW, this _____ day of _____, 2020, upon consideration of the Preliminary Objections of Defendant, Erica S. Harrell, to Plaintiff's Complaint, and any response thereto, it is hereby **ORDERED** and **DECREED** that said Preliminary Objections are **SUSTAINED**. It is further **ORDERED** and **DECREED** that Plaintiff's Complaint as to Erica S. Harrell is stricken as a whole, and **DISMISSED**, with prejudice.

BY THE COURT:

J.

NOTICE TO PLEAD TO PLAINTIFF:

You are hereby notified to plead to the enclosed Preliminary Objections within twenty (20) days from service hereof or a judgment may be entered against you.



Attorneys for Defendants, Erica S. Harrell and ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

IDENTIFICATION NO: 206536 / 318898

TEN PENN CENTER, SUITE 770

1801 MARKET STREET

PHILADELPHIA, PA 19103

(215) 569-4433

sbaker@bonnerkiernan.com

varshanapally@bonnerkiernan.com

Attorneys for Defendants, Erica S. Harrell and ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

v.

MATCH MARKETING GROUP; MATCH
CONVERGE; and CONVERGENCE
MARKETING, INC.

Additional Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019
No: 00012

DEFENDANT'S PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT

Defendant, Erica S. Harrell (hereinafter referred to as "Ms. Harrell" or "Moving Defendant"), by and through her undersigned counsel, hereby files the within Preliminary Objections to Plaintiff's Complaint, and in support thereof, aver as follows:

I. FACTS AND PROCEDURAL BACKGROUND

1. Plaintiff initiated this action via a Writ filed on November 27, 2019.
2. On April 15, 2020, Plaintiff filed a Complaint against Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), and individual defendant, Erica S. Harrell. *See* Plaintiff's Complaint attached hereto as Exhibit "A."
3. On July 30, 2020, Plaintiff filed an Affidavit of Service stating that Moving Defendant was served via personal service on July 20, 2020.
4. In her Complaint, Plaintiff alleges on or about May 6, 2018, she was working on a display at the ULTA Store located at 40 Town Center Drive, Collegeville, PA 19426, when a large endcap shelving unit fell on top of her and knocked her backwards causing her to fall to the floor. *See* Exhibit "A."
5. Plaintiff attempts to set forth a cause of action for negligence against all named Defendants, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), and, individual defendant, Ms. Harrell. *See* Exhibit "A."
6. As it relates specifically to Moving Defendant, Plaintiff only contends the following: "Defendant, Erica S. Harrell is an adult individual and resident of the Commonwealth of Pennsylvania and at all times relevant hereto was the manager of the Ulta store located at 40 Town Center Drive Collegeville PA 19426." *See* Exhibit "A" at ¶4.
7. Throughout the Complaint, Plaintiff makes references to "Defendant" without specifying which of the defendants Plaintiff is actually referring to. For instance,

~~6.~~ At all times relevant hereto, ~~Defendant~~^{Pl} failed to maintain and keep its premises in a reasonably safe condition.

9. Defendant as owner and operator of the business located in Collegeville Pennsylvania owed a duty to keep the premises of the property, including the endcap in a reasonably safe condition for use by persons at the store including Plaintiff.

10. Defendants violated this duty owed, including to the Plaintiff, in that Defendant negligently and carelessly failed to maintain the endcap and permitted a dangerous condition to exist. Defendant knew this condition had existed for some time prior to the accident, and Defendant had, or should have had, due notice of this condition. Defendant knew or should have known this condition posed a danger to persons present at the premises.

See Exhibit "A" at ¶¶ 6, 9, 10.

8. Similarly, Plaintiff uses the term "Defendants" throughout the Complaint, and there is no way to understand which of the Defendants (ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty) or individual defendant, Ms. Harrell) the allegations refer to. See Exhibit "A" at ¶¶ 10, 13a-i, 14-18.

9. Notably, Plaintiff uses the term "Defendants" in paragraphs alleging negligent acts supposedly performed by the same without actually attributing these acts to a specific defendant. For instance,

13. The aforesaid incident and injuries resulting to the Plaintiff occurred as a result of the negligence and carelessness of the Defendants, which consisted of the following:

- a. Failing to maintain the shelving unit/endcap of the premises in a safe manner;
- b. Failing to discover and rectify the danger of the broken

- shelving unit/endcap;
- c. Failing to ensure that the endcap was properly and adequately secured;
- d. Failing to warn Plaintiff regarding the dangerous condition caused by the broken shelving unit/endcap in the area where the incident occurred;
- e. Failing to take proper precautions to remedy the dangerous condition of the broken shelving unit/endcap in the area where the incident occurred;
- f. Failing to use reasonable care to keep their business premises and, in particular, the endcap a safe condition;
- g. Failing to make a reasonable inspection of the area which would have revealed the existence of the dangerous condition posed by the broken shelving unit/endcap in the area where the incident occurred;
- h. Allowing the broken endcap to continue to exist when Defendants knew, or in the exercise of reasonable care should have known, that the condition created an unreasonable risk of harm to visitors of the premises;
- i. Failing to properly inspect the endcap for defective conditions.

See Exhibit "A" at ¶ 13a-i.

10. Additionally, Plaintiff claims throughout the Complaint that "*as a result of Defendants' negligence,*" she has suffered various injuries and harm, such as "concussion, post-traumatic headaches, post-concussional syndrome, brain aneurysm, brain hemorrhage, cervical radiculopathy, lumbar radiculopathy, cervicgia, peripheral tear of the medical meniscus of the left knee requiring surgery and other injuries" See Exhibit "A" at ¶¶ 14-18.

11. In none of these paragraphs does Plaintiff's Complaint assign any specific negligent conduct to Moving Defendant.

12. Consequently, Plaintiff's negligence claim against Moving Defendant must fail under Pa. R. Civ. P. 1028(a)(3) and (4), for lack of specificity and failure to state a claim upon which relief can be granted.

II. PRELIMINARY OBJECTION PURSUANT TO P.A.R.C.P. 1028(A)(3) FOR LACK OF SPECIFICITY IN A PLEADING.

13. Moving Defendant hereby incorporates by reference paragraphs 1-12 above as though the same were fully set forth herein at length.

14. Pennsylvania Rule of Civil Procedure No. 1028(a)(2) permits a defendant to move to strike a Complaint because of lack of conformity to law or rule of Court. *See* Pa.R.C.P. No. 1028(a)(2).

15. Pennsylvania Rule of Civil Procedure No. 1028(a)(3) permits a defendant to move to strike a pleading due to a lack of specificity. *See* Pa.R.C.P. No. 1028(a)(3).

16. Pennsylvania Rule of Civil Procedure No. 1019(a) requires that “material facts on which a cause of action or defense is based shall be stated in a concise and summary form.” *See* Pa.R.C.P. No. 1019.

17. In a complaint, the facts plead must be “sufficiently specific so as to enable defendants to prepare a defense.” *See Loff v. Granville*, 51 Pa. D. & C. 4th 563, 575 (Lackawanna Co. 2001) (citing *Baker v. Rangos*, 229 Pa. Super. 333, 324 A.2d 498 (1974)).

18. In *Connor v. Allegheny General Hospital*, 461 A.2d 600 (Pa. 1983), the Pennsylvania Supreme Court made it clear that if the defendants did not understand the breadth and depth of the allegations against them, they should file preliminary objections challenging same.

19. Here, Plaintiff makes non-specific allegations of negligence against Moving Defendant that are objectionable under *Connor* and unsupported by the Complaint.

20. As it relates specifically to Moving Defendant, Plaintiff only contends the following: “Defendant, Erica S. Harrell is an adult individual and resident of the Commonwealth of Pennsylvania and at all times relevant hereto was the manager of the Ulta store located at 40 Town Center Drive Collegeville PA 19426.” *See* Exhibit “A” at ¶4.

21. Throughout the Complaint, Plaintiff makes references to “Defendant” without specifying which of the defendants Plaintiff is actually referring to. For instance,

6. At all times relevant hereto, Defendant failed to maintain and keep its premises in a reasonably safe condition.

9. Defendant as owner and operator of the business located in Collegeville Pennsylvania owed a duty to keep the premises of the property, including the endcap in a reasonably safe condition for use by persons at the store including Plaintiff.

10. Defendants violated this duty owed, including to the Plaintiff, in that Defendant negligently and carelessly failed to maintain the endcap and permitted a dangerous condition to exist. Defendant knew this condition had existed for some time prior to the accident, and Defendant had, or should have had, due notice of this condition. Defendant knew or should have known this condition posed a danger to persons present at the premises.

See Exhibit "A" at ¶¶ 6, 9, 10.

22. Similarly, Plaintiff uses the term "Defendants" throughout the Complaint, without again specifying which of the Defendants she is referring to.

23. Notably, Plaintiff uses the term "Defendants" in paragraphs alleging acts of negligence supposedly performed by the same without actually attributing them to a specific defendant. For instance,

13. The aforesaid incident and injuries resulting to the Plaintiff occurred as a result of the negligence and carelessness of the Defendants, which consisted of the following:

- a. Failing to maintain the shelving unit/endcap of the premises in a safe manner;
- b. Failing to discover and rectify the danger of the broken

- shelving unit/endcap;
- c. Failing to ensure that the endcap was properly and adequately secured;
- d. Failing to warn Plaintiff regarding the dangerous condition caused by the broken shelving unit/endcap in the area where the incident occurred;
- e. Failing to take proper precautions to remedy the dangerous condition of the broken shelving unit/endcap in the area where the incident occurred;
- f. Failing to use reasonable care to keep their business premises and, in particular, the endcap a safe condition;
- g. Failing to make a reasonable inspection of the area which would have revealed the existence of the dangerous condition posed by the broken shelving unit/endcap in the area where the incident occurred;
- h. Allowing the broken endcap to continue to exist when Defendants knew, or in the exercise of reasonable care should have known, that the condition created an unreasonable risk of harm to visitors of the premises;
- i. Failing to properly inspect the endcap for defective conditions.

See Exhibit "A" at ¶ 13.

24. Plaintiff further claims throughout the Complaint that "*as a result of Defendants' negligence,*" she has suffered various injuries and harm, such as "concussion, post-traumatic headaches, post-concussional syndrome, brain aneurysm, brain hemorrhage, cervical radiculopathy, lumbar radiculopathy, cervicgia, peripheral tear of the medical meniscus of the left knee requiring surgery and other injuries" See Exhibit "A" at ¶¶ 14-18.

25. In none of these paragraphs does Plaintiff's Complaint assign any specific allegation of negligent conduct to Moving Defendant.

26. Plaintiff further fails to set forth the factual basis of her conclusory assertions that she was owed a duty, which was breached, by Moving Defendant, Ms. Harrell.

27. Rather, Plaintiff attempts to "boot strap" her negligence claim against Moving Defendant by only naming her and then referring to "Defendants" and assigning conclusory allegations of negligence against all parties. See Exhibit "A."

28. Moving Defendant's ability to respond to the allegations in the Complaint, as well as prepare a defense, will be severely compromised if Plaintiff's Complaint remains unchanged. *See Baker v. Rangos*, 229 Pa. Super 333, 324 A.2d 498 (1974) (the facts and damages alleged in a complaint must be "sufficiently specific so as to enable defendant to prepare a defense).

WHEREFORE, Defendant, Erica S. Harrell, respectfully requests that this Honorable Court grant Moving Defendant's Preliminary Objections and strike Plaintiff's Complaint, with prejudice, for lack of specificity.

III. PRELIMINARY OBJECTION PURSUANT TO PA.R.C.P. 1028(A)(4) FOR FAILURE TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED

29. Moving Defendant hereby incorporates by reference paragraphs 1-28 above as though the same were fully set forth herein at length.

30. Pursuant to Pa. R. Civ. P. 1028(a)(4), a complaint may be dismissed for failure to state a claim upon which relief can be granted.

31. Plaintiff both fails to plead a viable cause of action for negligence against Moving Defendant, and Plaintiff fails to state a cause of action against Moving Defendant in her individual capacity.

32. In order to adequately plead a claim for negligence, a plaintiff must allege the following elements: "1) a duty or obligation recognized by the law that requires an actor to conform his actions to a standard of conduct for the protection of others against unreasonable risks; 2) failure on the part of the defendant to conform to that standard of conduct, i.e., a breach of duty; 3) a reasonably close causal connection between the breach of duty and the injury sustained; and 4) actual loss or damages that result from the breach." *Ney v. Axelrod*, 723 A.2d 719, 721 (Pa. Super. 1999).

33. As stated above, Plaintiff's Complaint does not assign any specific allegation of

negligent conduct to Moving Defendant.

34. Rather, after setting forth the basic factual predicates of her claims, in which Plaintiff never assigns any negligent acts to the three named defendants, Plaintiff then sets forth conclusory, boilerplate negligence allegations against all parties without specifying which party, if any, committed the acts of negligence. *See* Exhibit “A.”

35. Thus, Plaintiff fails to set forth the factual basis of her conclusory assertions that she was owed a duty, which was breached, by Moving Defendant, Ms. Harrell.

36. In addition, “[n]egligence might consist not only of nonfeasance, that is, omitting to do, or not doing, something which ought to be done, which a reasonable and prudent man would do, but also of a misfeasance, that is, the doing of something which ought not be done, something which a reasonable man would not do, or doing it in such a manner as a man of reasonable and ordinary prudence would not do it, in either case leading to mischief or injury.” *Brindley v. Woodland Village Rest.*, 652 A.2d 865, 869 (Pa. Super. 1995).

37. However, Pennsylvania law has long recognized that pursuant to the participation theory,¹ officers or employees of a corporation cannot be held personally liable for “‘mere nonfeasance’, i.e. the omission of an act which a person ought to do.” *Brindley v. Woodland Restaurant, Inc.*, 652 A.2d 685 (Pa. Super. 1995); *Wicks v. Milzoco Builders, Inc.*, 470 A.2d 86 (Pa. 1983); *Leb. Valley Ins. Co. v. Flaxman*, 2017 Pa. Super. Unpub. LEXIS 1174168, *7 (Pa. Super. 2017).

38. In order to “impose liability on a corporate officer pursuant to the participation theory, a plaintiff must establish that the corporate officer engaged in misfeasance.” *Leb. Valley*

¹ “Under the participation theory, the court imposes liability on the individual as an actor rather than as an owner. Such liability is not predicated on a finding that the corporation is a sham and a mere alter ego of the individual corporate officer. Instead, liability attaches where the record establishes the individual’s participation in the tortious activity.” *Brindley v. Woodland Vill. Rest.*, 652 A.2d 865, 868 (Pa. Super. 1995) (citing *Wicks v. Milzoco Builders, Inc.*, 470 A.2d 86, 89 (Pa. 1983)).

Ins. Co. v. Flaxman, 2017 Pa. Super. Unpub. LEXIS 1174168, *7 (Pa. Super. 2017) (internal citation omitted).

39. In *Brindley*, plaintiff sued the owners/employees of a restaurant/corporation, in their individual capacity, after he had sustained personal injuries from slipping and falling on a pool of water while using the restaurant's bathroom. *Brindley v. Woodland Village Rest.*, 652 A.2d 865, 866 (Pa. Super. 1995).

40. Following a bench trial, a verdict was entered in favor of plaintiff and against all defendants. *Id.*

41. On appeal, the Superior Court remanded the matter for a new trial, and held that the owners/employees could not be held personally liable because they did not engage in misfeasance. *Id.* at 866, 869-70.

42. The Superior Court stated that the alleged negligence or inaction that led to the condition which caused plaintiff's injury was plainly more analogous to negligence consisting of nonfeasance, i.e., omitting to do something which ought to be done. *Id.* at 870.

43. In that, the individual employees allegedly neglected their duty to clean and keep safe the restaurant's restroom. *Id.*

44. There was no evidence, however, that the condition existing in the restroom was a result of an active, knowing participation by the individual employees. *Id.*

45. Thus, the owners/employees have not engaged in the evils the participation theory seeks to address to hold them personally liable. *Id.*

46. In the instant action, in subparagraphs of ¶13, Plaintiff's conclusory allegations against Defendants are almost exclusively claims of nonfeasance or their alleged failure to act. *See* Exhibit "A" at ¶ 13.

47. The sole allegation of misfeasance is nothing more than a conclusory statement without any factual support because Plaintiff never alleges that Moving Defendant performed the act. *See* Exhibit “A” at ¶¶ 6,9,10,13-18.

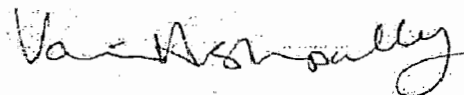
48. Furthermore, in *Leb. Valley Ins. Co. v. Flaxman*, 2017 Pa. Super. Unpub. LEXIS 1174168, *13 (Pa. Super. 2017), the Court has stated that when a sole allegation is viewed in the context of the Complaint as a whole, which alleges nonfeasance and failure to act, misfeasance has not been pled.

49. Thus, Plaintiff’s conclusory claims that all defendants, including Moving Defendant, engaged in nonfeasance cannot support a negligence claim against Moving Defendant, in her individual capacity, under Pennsylvania law.

50. In the alternative, all of the conclusory allegations contained in subparagraphs of ¶ 13 against the individual defendant should be disregarded for purposes of determining whether Plaintiff has adequately pled a claim against the individual Moving Defendant because Plaintiff has not set forth any factual predicate for supporting the allegations, and is in violation of Pa. R. Civ. P. 1019(a).

WHEREFORE, Defendant, Erica S. Harrell, respectfully requests that this Honorable Court strike Plaintiff’s Complaint against Moving Defendant, with prejudice, for failure to state a claim upon which relief can be granted.

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP



By: _____
SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE

Date: August 10, 2020

BONNER KIERNAN TREBACH & CROCIATA LLP
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VAISHNAVI ARSHANAPALLY, ESQUIRE
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*Attorneys for Defendants, Erica S. Harrell and ULTA Salon, Cosmetics & Fragrance, Inc.
(improperly identified as ULTA Beauty, Inc. and ULTA Beauty)*

<p>DIANNE COCHRAN</p> <p style="text-align: right;">Plaintiff</p> <p style="text-align: center;">v.</p> <p>ULTA BEAUTY, INC.; ULTA BEAUTY; and ERICA S. HARRELL</p> <p style="text-align: right;">Defendants</p> <p style="text-align: center;">v.</p> <p>MATCH MARKETING GROUP; MATCH CONVERGE; and CONVERGENCE MARKETING, INC.</p> <p style="text-align: right;">Additional Defendants</p>	<p>COURT OF COMMON PLEAS PHILADELPHIA COUNTY</p> <p>DECEMBER TERM, 2019 No: 00012</p>
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**DEFENDANT'S MEMORANDUM OF LAW IN SUPPORT OF THE PRELIMINARY
OBJECTIONS TO PLAINTIFF'S COMPLAINT**

Defendant, Erica S. Harrell (hereinafter referred to as "Ms. Harrell" or "Moving Defendant"), by and through her undersigned counsel, hereby submits the following Memorandum of Law in Support of the Preliminary Objections to Plaintiff's Complaint, and in support thereof, avers as follows:

I. MATTER BEFORE THE COURT

Preliminary Objections of Defendant Erica S. Harrell.

II. FACTUAL BACKGROUND AND PROCEDURAL HISTORY

Plaintiff initiated this action via a Writ filed on November 27, 2019. On April 15, 2020, Plaintiff filed a Complaint against Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), and individual defendant, Erica S. Harrell. *See* Plaintiff's Complaint attached hereto as Exhibit "A." On July 30, 2020, Plaintiff filed an Affidavit of Service stating that Moving Defendant was served via personal service on July 20, 2020.

In her Complaint, Plaintiff alleges on or about May 6, 2018, she was working on a display at the ULTA Store located at 40 Town Center Drive, Collegeville, PA 19426, when a large endcap shelving unit fell on top of her and knocked her backwards causing her to fall to the floor. *See* Exhibit "A." Plaintiff attempts to set forth a cause of action for negligence against all named Defendants, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), and, individual defendant, Ms. Harrell. *See* Exhibit "A."

As it relates specifically to Moving Defendant, Plaintiff only contends the following: "Defendant, Erica S. Harrell is an adult individual and resident of the Commonwealth of Pennsylvania and at all times relevant hereto was the manager of the Ulta store located at 40 Town Center Drive Collegeville PA 19426." *See* Exhibit "A" at ¶4. Throughout the Complaint, Plaintiff makes references to "Defendant" without specifying which of the defendants Plaintiff is actually referring to. For instance,

6. At all times relevant hereto, ⁸²¹Defendant failed to maintain and keep its premises in a reasonably safe condition.

9. ⁸³Defendant as owner and operator of the business located in Collegeville Pennsylvania owed a duty to keep the premises of the property, including the endcap in a reasonably safe condition for use by persons at the store including Plaintiff.

10. Defendants violated this duty owed, including to the Plaintiff, in that Defendant negligently and carelessly failed to maintain the endcap and permitted a dangerous condition to exist. Defendant knew this condition had existed for some time prior to the accident, and Defendant had, or should have had, due notice of this condition. Defendant knew or should have known this condition posed a danger to persons present at the premises.

See Exhibit "A" at ¶¶ 6, 9, 10.

Similarly, Plaintiff uses the term "Defendants" throughout the Complaint, and there is no way to understand which of the Defendants (ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty) or individual defendant, Ms. Harrell) the allegations refer to. See Exhibit "A" at ¶¶ 10, 13a-i, 14-18. Notably, Plaintiff uses the term "Defendants" in paragraphs alleging negligent acts supposedly performed by the same without actually attributing these acts to a specific defendant. For instance,

13. The aforesaid incident and injuries resulting to the Plaintiff occurred as a result of the negligence and carelessness of the Defendants, which consisted of the following:

- a. Failing to maintain the shelving unit/endcap of the premises in a safe manner;
- b. Failing to discover and rectify the danger of the broken shelving unit/endcap;
- c. Failing to ensure that the endcap was properly and adequately secured;
- d. Failing to warn Plaintiff regarding the dangerous condition caused by the broken shelving unit/endcap in the area where the incident occurred;
- e. Failing to take proper precautions to remedy the dangerous condition of the broken shelving unit/endcap in the area where the incident occurred;
- f. Failing to use reasonable care to keep their business premises, and, in particular, the endcap, a safe condition;
- g. Failing to make a reasonable inspection of the area which would have revealed the existence of the dangerous condition posed by the broken shelving unit/endcap in the area where the incident occurred;
- h. Allowing the broken endcap to continue to exist when Defendants knew, or in the exercise of reasonable care should have known, that the condition created an unreasonable risk of harm to visitors of the premises;
- i. Failing to properly inspect the endcap for defective conditions.

See Exhibit “A” at ¶ 13a-i.

Additionally, Plaintiff claims throughout the Complaint that “*as a result of Defendants’ negligence,*” she has suffered various injuries and harm, such as “concussion, post-traumatic headaches, post-concussional syndrome, brain aneurysm, brain hemorrhage, cervical radiculopathy, lumbar radiculopathy, cervicgia, peripheral tear of the medical meniscus of the left knee requiring surgery and other injuries” See Exhibit “A” at ¶¶ 14-18.

In none of these paragraphs does Plaintiff’s Complaint assign any specific negligent conduct to Moving Defendant. Consequently, Plaintiff’s negligence claim against Moving Defendant must fail under Pa. R. Civ. P. 1028(a)(3) and (4), for lack of specificity and failure to state a claim upon which relief can be granted.

III. STATEMENT OF QUESTIONS INVOLVED

1. Whether Plaintiff’s Complaint should be stricken as a whole, with prejudice, where Plaintiff has failed to set forth with sufficient specificity her claim of negligence against Defendant, Erica S. Harrell?

Suggested Answer: Yes.

2. Whether Plaintiff’s Complaint should be stricken as a whole, with prejudice, where Plaintiff has failed to plead a legally cognizable cause of action for negligence against Defendant, Erica S. Harrell?

Suggested Answer: Yes.

IV. LEGAL ARGUMENT

A. PRELIMINARY OBJECTION PURSUANT TO PA.R.C.P. 1028(A)(3) FOR LACK OF SPECIFICITY IN A PLEADING

Pennsylvania Rule of Civil Procedure No. 1028(a)(2) permits a defendant to move to strike a Complaint because of lack of conformity to law or rule of Court. See Pa.R.C.P. No. 1028(a)(2).

Pennsylvania Rule of Civil Procedure No. 1028(a)(3) permits a defendant to move to strike a pleading due to a lack of specificity. *See* Pa.R.C.P. No. 1028(a)(3).

Pennsylvania Rule of Civil Procedure No. 1019(a) requires that “material facts on which a cause of action or defense is based shall be stated in a concise and summary form.” *See* Pa.R.C.P. No. 1019.

In a complaint, the facts plead must be “sufficiently specific so as to enable defendants to prepare a defense.” *See Loff v. Granville*, 51 Pa. D. & C. 4th 563, 575 (Lackawanna Co. 2001) (citing *Baker v. Rangos*, 229 Pa. Super. 333, 324 A.2d 498 (1974)). In *Connor v. Allegheny General Hospital*, 461 A.2d 600 (Pa. 1983), the Pennsylvania Supreme Court made it clear that if the defendants did not understand the breadth and depth of the allegations against them, they should file preliminary objections challenging same.

Here, Plaintiff makes non-specific allegations of negligence against Moving Defendant that are objectionable under *Connor* and unsupported by the Complaint. As it relates specifically to Moving Defendant, Plaintiff only contends the following: “Defendant, Erica S. Harrell is an adult individual and resident of the Commonwealth of Pennsylvania and at all times relevant hereto was the manager of the Ulta store located at 40 Town Center Drive Collegeville PA 19426.” *See* Exhibit “A” at ¶4. Throughout the Complaint, Plaintiff makes references to “Defendant” without specifying which of the defendants Plaintiff is actually referring to. For instance,

6. At all times relevant hereto, ²¹Defendant failed to maintain and keep its premises in a reasonably safe condition.

9. ²³Defendant as owner and operator of the business located in Collegeville Pennsylvania owed a duty to keep the premises of the property, including the endcap in a reasonably safe condition for use by persons at the store including Plaintiff.

10. ²⁻¹ Defendants violated this duty owed, including to the Plaintiff, in that Defendant negligently and carelessly failed to maintain the endcap and permitted a dangerous condition to exist. Defendant knew this condition had existed for some time prior to the accident, and Defendant had, or should have had, due notice of this condition. Defendant knew or should have known this condition posed a danger to persons present at the premises.

See Exhibit "A" at ¶¶ 6, 9, 10.

Similarly, Plaintiff uses the term "Defendants" throughout the Complaint, without again specifying which of the Defendants she is referring to. Notably, Plaintiff uses the term "Defendants" in paragraphs alleging acts of negligence supposedly performed by the same without actually attributing them to a specific defendant. For instance,

13. The aforesaid incident and injuries resulting to the Plaintiff occurred as a result of the negligence and carelessness of the Defendants, which consisted of the following:

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- d. Failing to warn Plaintiff regarding the dangerous condition caused by the broken shelving unit/endcap in the area where the incident occurred;
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- i. Failing to properly inspect the endcap for defective conditions.

See Exhibit “A” at ¶ 13.

Plaintiff further claims throughout the Complaint that “*as a result of Defendants’ negligence,*” she has suffered various injuries and harm, such as “concussion, post-traumatic headaches, post-concussional syndrome, brain aneurysm, brain hemorrhage, cervical radiculopathy, lumbar radiculopathy, cervicalgia, peripheral tear of the medical meniscus of the left knee requiring surgery and other injuries” See Exhibit “A” at ¶¶ 14-18.

In none of these paragraphs does Plaintiff’s Complaint assign any specific allegation of negligent conduct to Moving Defendant. Plaintiff further fails to set forth the factual basis of her conclusory assertions that she was owed a duty, which was breached, by Moving Defendant, Ms. Harrell. Rather, Plaintiff attempts to “boot strap” her negligence claim against Moving Defendant by only naming her and then referring to “Defendants” and assigning conclusory allegations of negligence against all parties. See Exhibit “A.”

Moving Defendant’s ability to respond to the allegations in the Complaint, as well as prepare a defense, will be severely compromised if Plaintiff’s Complaint remains unchanged. See *Baker v. Rangos*, 229 Pa. Super 333, 324 A.2d 498 (1974) (the facts and damages alleged in a complaint must be “sufficiently specific so as to enable defendant to prepare a defense). As such, Plaintiff’s Complaint against Moving Defendant must be stricken as a whole, with prejudice.

B. PRELIMINARY OBJECTION PURSUANT TO PA.R.C.P. 1028(A)(4) FOR FAILURE TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED

Plaintiff both fails to plead a viable cause of action for negligence against Moving Defendant, and Plaintiff fails to state a cause of action against Moving Defendant in her individual capacity.

Pursuant to Pa. R. Civ. P. 1028(a)(4), a complaint may be dismissed for failure to state a claim upon which relief can be granted. In order to adequately plead a claim for negligence, a

plaintiff must allege the following elements: “1) a duty or obligation recognized by the law that requires an actor to conform his actions to a standard of conduct for the protection of others against unreasonable risks; 2) failure on the part of the defendant to conform to that standard of conduct, i.e., a breach of duty; 3) a reasonably close causal connection between the breach of duty and the injury sustained; and 4) actual loss or damages that result from the breach.” *Ney v. Axelrod*, 723 A.2d 719, 721 (Pa. Super. 1999).

As stated above, Plaintiff’s Complaint does not assign any specific allegation of negligent conduct to Moving Defendant. Rather, after setting forth the basic factual predicates of her claims, in which Plaintiff never assigns any negligent acts to the three named defendants, Plaintiff then sets forth conclusory, boilerplate negligence allegations against all parties without specifying which party, if any, committed the acts of negligence. *See* Exhibit “A.” Thus, Plaintiff fails to set forth the factual basis of her conclusory assertions that she was owed a duty, which was breached, by Moving Defendant, Ms. Harrell.

In addition, “[n]egligence might consist not only of nonfeasance, that is, omitting to do, or not doing, something which ought to be done, which a reasonable and prudent man would do, but also of a misfeasance, that is, the doing of something which ought not be done, something which a reasonable man would not do, or doing it in such a manner as a man of reasonable and ordinary prudence would not do it, in either case leading to mischief or injury.” *Brindley v. Woodland Village Rest.*, 652 A.2d 865, 869 (Pa. Super. 1995). However, Pennsylvania law has long recognized that pursuant to the participation theory,² officers or employees of a corporation cannot be held personally liable for “‘mere nonfeasance’, i.e. the omission of an act which a person ought

² “Under the participation theory, the court imposes liability on the individual as an actor rather than as an owner. Such liability is not predicated on a finding that the corporation is a sham and a mere alter ego of the individual corporate officer. Instead, liability attaches where the record establishes the individual’s participation in the tortious activity.” *Brindley v. Woodland Vill. Rest.*, 652 A.2d 865, 868 (Pa. Super. 1995) (citing *Wicks v. Milzoco Builders, Inc.*, 470 A.2d 86, 89 (Pa. 1983)).

to do.” *Brindley v. Woodland Restaurant, Inc.*, 652 A.2d 685 (Pa. Super. 1995); *Wicks v. Milzoco Builders, Inc.*, 470 A.2d 86 (Pa. 1983); *Leb. Valley Ins. Co. v. Flaxman*, 2017 Pa. Super. Unpub. LEXIS 1174168, *7 (Pa. Super. 2017). In order to “impose liability on a corporate officer pursuant to the participation theory, a plaintiff must establish that the corporate officer engaged in misfeasance.” *Leb. Valley Ins. Co. v. Flaxman*, 2017 Pa. Super. Unpub. LEXIS 1174168, *7 (Pa. Super. 2017) (internal citation omitted).

In *Brindley*, plaintiff sued the owners/employees of a restaurant/corporation, in their individual capacity, after he had sustained personal injuries from slipping and falling on a pool of water while using the restaurant's bathroom. *Brindley v. Woodland Village Rest.*, 652 A.2d 865, 866 (Pa. Super. 1995). Following a bench trial, a verdict was entered in favor of plaintiff and against all defendants. *Id.* On appeal, the Superior Court remanded the matter for a new trial, and held that the owners/employees could not be held personally liable because they did not engage in misfeasance. *Id.* at 866, 869-70. The Superior Court stated that the alleged negligence or inaction that led to the condition which caused plaintiff's injury was plainly more analogous to negligence consisting of nonfeasance, i.e., omitting to do something which ought to be done. *Id.* at 870. In that, the individual employees allegedly neglected their duty to clean and keep safe the restaurant's restroom. *Id.* There was no evidence, however, that the condition existing in the restroom was a result of an active, knowing participation by the individual employees. *Id.* Thus, the owners/employees have not engaged in the evils the participation theory seeks to address to hold them personally liable. *Id.*

In the instant action, in subparagraphs of ¶13, Plaintiff's conclusory allegations against Defendants are almost exclusively claims of nonfeasance or their alleged failure to act. *See* Exhibit “A” at ¶ 13. The sole allegation of misfeasance is nothing more than a conclusory statement without any factual support because Plaintiff never alleges that Moving Defendant performed the

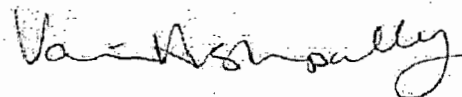
act. *See* Exhibit “A” at ¶¶ 6,9,10,13-18. Furthermore, in *Leb. Valley Ins. Co. v. Flaxman*, 2017 Pa. Super. Unpub. LEXIS 1174168, *13 (Pa. Super. 2017), the Court has stated that when a sole allegation is viewed in the context of the Complaint as a whole, which alleges nonfeasance and failure to act, misfeasance has not been pled. Thus, Plaintiff’s conclusory claims that all defendants, including Moving Defendant, engaged in nonfeasance cannot support a negligence claim against Moving Defendant, in her individual capacity, under Pennsylvania law.

In the alternative, all of the conclusory allegations contained in subparagraphs of ¶ 13 against the individual defendant should be disregarded for purposes of determining whether Plaintiff has adequately pled a claim against the individual Moving Defendant because Plaintiff has not set forth any factual predicate for supporting the allegations, and is in violation of Pa. R. Civ. P. 1019(a).

V. CONCLUSION

For all the foregoing reasons, Defendant, Erica S. Harrell, respectfully requests that this Honorable Court strike Plaintiff’s Complaint against Moving Defendant, with prejudice, for lack of specificity and failure to state a claim upon which relief can be granted, and enter the attached Order.

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP

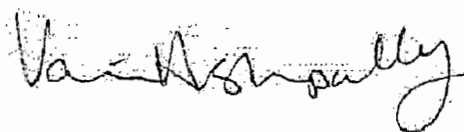


By: _____
SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
*Attorneys for Defendants, Erica S. Harrell and
ULTA Salon, Cosmetics & Fragrance, Inc.
(improperly identified as ULTA Beauty, Inc. and
ULTA Beauty)*

Date: August 10, 2020

VERIFICATION

I, VAISHNAVI ARSHANAPALLY, ESQUIRE, hereby state that I am the attorney for Defendant, Erica Harrell, in the foregoing matter, and as such am authorized to and do make this Verification on his behalf. I verify that statements made in the foregoing Defendant's Preliminary Objections and Memorandum of Law in Support of the Preliminary Objections are true and correct to the best of my knowledge, information and belief. The undersigned understands that the statements made therein are subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "Vaishnavi Arshanapally", is written above a horizontal line.

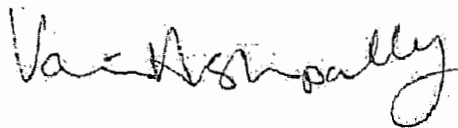
VAISHNAVI ARSHANAPALLY, ESQUIRE

Date: August 10, 2020

CERTIFICATE OF SERVICE

I, VAISHNAVI ARSHANAPALLY, ESQUIRE, hereby certify that a true and correct copy of the foregoing Defendant's Preliminary Objections and Memorandum of Law in Support of the Preliminary Objections has been electronically filed with the Court and is available for viewing and downloading from the Electronic Filing System by the following:

COUNSEL FOR PLAINTIFFS
Todd M. Sailer, Esquire
FALCON LAW FIRM, LLC
122 E. Court Street, 3rd Floor
Doylestown, PA 18901



By: _____
VAISHNAVI ARSHANAPALLY, ESQUIRE

Date: August 10, 2020

EXHIBIT “A”

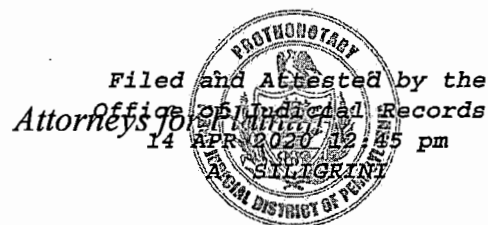
FALCON LAW FIRM, LLC

BY: Todd M. Sailer, Esquire

Attorney I.D. #86013

122 E. Court Street Doylestown, PA 18901

Tel: 215-360-3880



**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL ACTION - LAW**

DIANNE COCHRAN

4 Braxton Court

Quakertown, PA 18951

v.

: **CASE ID # 191200012**

:

: **TERM, 2019**

ULTA BEAUTY INC.

1000 Remington Blvd. #120

Bolingbrook, IL 60440

and

ULTA BEAUTY

6164 Carlisle Pike

Mechanicsburg, PA 17050

and

ERICA S. HARRELL

c/o Ulta

40 Town Center Drive

Collegeville, PA 19426

:

: **JURY TRIAL DEMANDED**

:

:

:

:

:

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO

NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERENCE SERVICE

Philadelphia Bar
Association One
Reading Center
Philadelphia, PA
19107
(215) 238-1701

AVISO

Le han demandado a usted en la carte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazao al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la carte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la carte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con toas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO OSI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME FOR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL

Filadelfia Bar
Association One Reading
Center
Filadelfia, Pennsylvania 19107
(215) 238-1701

FALCON LAW FIRM, LLC

BY: Todd M. Sailer, Esquire

Attorney I.D. #86013

122 E. Court Street

Doylestown, PA 18901

Tel: 215-360-3880

Attorneys for Plaintiff

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL ACTION - LAW**

DIANNE COCHRAN

4 Braxton Court

Quakertown, PA 18951

v.

: CASE ID # 191200012

:

: TERM, 2019

ULTA BEAUTY INC.

1000 Remington Blvd. #120

Bolingbrook, IL 60440

and

ULTA BEAUTY

6164 Carlisle Pike

Mechanicsburg, PA 17050

and

ERICA S. HARRELL

c/o Ulta

40 Town Center Drive

Collegeville, PA 19426

:

: JURY TRIAL DEMANDED

:

:

:

:

:

COMPLAINT

1. Plaintiff, Dianne Cochran, is an adult individual who resides at 4 Braxton Court, Quakertown, PA 18951.

2. Defendant, Ulta Beauty Inc. is a corporation with an address of 1000 Remington Blvd. #120 Bolingbrook, IL and regularly conducts business within the Commonwealth of Pennsylvania including Philadelphia County.

3. Defendant Ulta Beauty is a business entity with a registered address of 6164 Carlisle Pike, Mechanicsburg, PA 17050.

4. Defendant, Erica S. Harrell is an adult individual and resident of the Commonwealth of Pennsylvania and at all times relevant hereto was the manager of the Ulta store located at 40 Town Center Drive Collegeville PA 19426.

5. At all time relevant hereto, Defendants were in exclusive possession, management and control of the Ulta Beauty store located in Collegeville, PA 19426 individually and through its employees who were acting within the course and scope of their employment by Defendant and in furtherance of Defendant's store, including the merchandise endcap shelving units.

6. At all times relevant hereto, Defendant failed to maintain and keep its premises in a reasonably safe condition.

7. On or about May 6, 2018, Plaintiff, Dianne Cochran was working on a display at Defendants' store when a large endcap shelving unit suddenly fell on top of her and violently knocked her backwards causing her to fall to the floor.

8. The carelessness and negligence of the Defendants caused Plaintiff to sustain serious injuries which will be set forth in greater detail herein.

9. Defendant as owner and operator of the business located in Collegeville Pennsylvania owed a duty to keep the premises of the property, including the endcap in a reasonably safe condition for use by persons at the store including Plaintiff.

10. Defendants violated this duty owed, including to the Plaintiff, in that Defendant negligently and carelessly failed to maintain the endcap and permitted a dangerous condition to exist. Defendant knew this condition had existed for some time prior to the accident, and Defendant had, or should have had, due notice of this condition. Defendant knew or should have known this condition posed a danger to persons present at the premises.

11. The aforesaid incident and injuries resulting to the Plaintiff, Dianne Cochran occurred as a result of the negligence and carelessness of the Defendant.

COUNT I

PLAINTIFF, DIANNE COCHRAN v. DEFENDANTS

12. Plaintiff incorporates by reference all the allegations of this Complaint as though the same were fully set forth at length herein.

13. The aforesaid incident and injuries resulting to the Plaintiff occurred as a result of the negligence and carelessness of the Defendants, which consisted of the following:

- a. Failing to maintain the shelving unit/endcap of the premises in a safe manner;
- b. Failing to discover and rectify the danger of the broken

shelving unit/endcap;

- c. Failing to ensure that the endcap was properly and adequately secured;
- d. Failing to warn Plaintiff regarding the dangerous condition caused by the broken shelving unit/endcap in the area where the incident occurred;
- e. Failing to take proper precautions to remedy the dangerous condition of the broken shelving unit/endcap in the area where the incident occurred;
- f. Failing to use reasonable care to keep their business premises and, in particular, the endcap a safe condition;
- g. Failing to make a reasonable inspection of the area which would have revealed the existence of the dangerous condition posed by the broken shelving unit/endcap in the area where the incident occurred;
- h. Allowing the broken endcap to continue to exist when Defendants knew, or in the exercise of reasonable care should have known, that the condition created an unreasonable risk of harm to visitors of the premises.
- i. Failing to properly inspect the endcap for defective conditions.

14. At all times relevant hereto, Plaintiff, despite the exercise of reasonable care, could not protect herself against the dangerous condition created by the Defendants.

15. As a result of the negligence and carelessness of the Defendants,

Plaintiff sustained concussion, post-traumatic headaches, postconcussional syndrome, brain aneurysm, brain hemorrhage, cervical radiculopathy, lumbar radiculopathy, cervicalgia, peripheral tear of the medial meniscus of the left knee requiring surgery and other injuries, which are permanent in nature and have caused Plaintiff pain and suffering and severe nervous shock.

16. Solely as a result of Defendants' negligence, Plaintiff was forced to bear extensive medical expenses in the treatment of her injuries, which expenses will continue for an indefinite time in the future.

17. Solely as a result of Defendants' negligence, Plaintiff has or may suffer a severe loss of earnings and an impairment of her earning capacity and power.

18. Solely as a result of Defendants' negligence, Plaintiff was unable to attend to her usual duties and occupations or life's pleasures for a substantial period of time, and may be unable to attend to the aforesaid duties and occupations for an indefinite time in the future.

19. As a result of the injuries sustained by Plaintiff, she has been forced to suffer severe physical pain and mental anguish and may be forced to undergo physical pain and mental anguish for an indefinite period of time in the future.

WHEREFORE, Plaintiff, Dianne Cochran demands judgment against the

Defendants in an amount in excess of \$50,000 together with interest and cost.

FALCON LAW FIRM, LLC

**BY: /s/ Todd M. Sailer, Esq.
Todd M. Sailer, Esquire
Attorney for Plaintiffs
Attorney I.D.#86013**

VERIFICATION

I, Dianne Cochran individually, upon personal knowledge or information and belief, hereby verify that the factual statements made in the foregoing Complaint, are true and correct. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsifications to authorities.

Date 04/08/2020

Dianne Cochran
Dianne Cochran

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: PRAECIPE - WRIT TO JOIN

AUGUST 13, 2020 14:39:30

Sequence: 39

File: 1 Cochran - Praecipe to Reinstate Writ to Join Convergence
Marketing 8-13-20.pdf

BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

IDENTIFICATION NO: 206536 / 318898

TEN PENN CENTER, SUITE 770

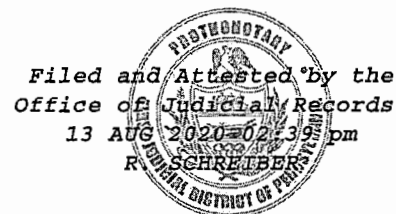
1801 MARKET STREET

PHILADELPHIA, PA 19103

(215) 569-4433

sbaker@bonnerkiernan.com

varshanapally@bonnerkiernan.com



Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019

No: 00012

PRAECIPE TO REINSTATE WRIT TO JOIN ADDITIONAL DEFENDANT

TO THE PROTHONOTARY:

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), hereby requests this Honorable Court to reinstate the attached Writ to Join against:

Convergence Marketing, Inc.
4450 East Adamo Drive, Suite 501
Tampa, FL 33605

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

Date: August 13, 2020

C.P. 88

WRIT TO JOIN ADDITIONAL DEFENDANTS

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

COURT OF COMMON PLEAS

DIANNE COCHRAN

vs.

DECEMBER Term, 20¹⁹

ULTA BEAUTY, INC. et al.

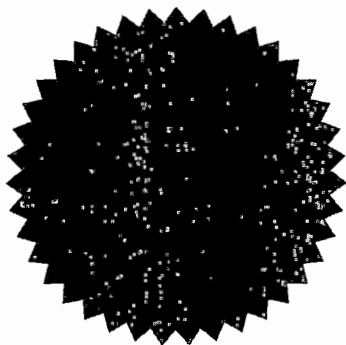
No. 00012

TO
Convergence Marketing, Inc.
7361A Coca Cola Drive
Hanover, MD 21076

You are notified that

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

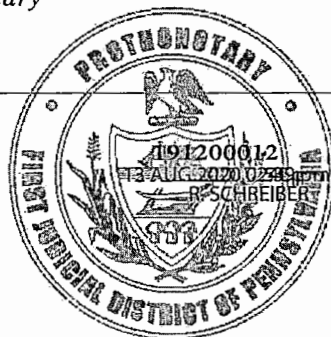
has } joined you as an additional defendant in this action with you are required to defend.
have }



10-245 (Rev. 1/01)

JOSEPH H. EVERS
Prothonotary

By _____



Case ID: 191200012

COURT OF COMMON PLEAS
COUNTY OF PHILADELPHIA

DECEMBER Term, 20¹⁹ No. 00012

DIANNE COCHRAN

vs.

ULTA BEAUTY, INC. et al.

**WRIT TO JOIN ADDITIONAL
DEFENDANTS**

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

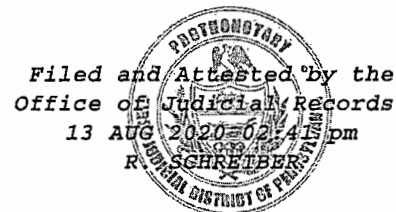
Docket: PRAECIPE - WRIT TO JOIN

AUGUST 13, 2020 14:41:13

Sequence: 40

File: 1 Cochran - Praecipe to Reinstate Writ to Join Match
Converge 8-13-20.pdf

BONNER KIERNAN TREBACH & CROCIATA LLP
SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
IDENTIFICATION NO: 206536 / 318898
TEN PENN CENTER, SUITE 770
1801 MARKET STREET
PHILADELPHIA, PA 19103
(215) 569-4433
sbaker@bonnerkiernan.com
varshanapally@bonnerkiernan.com



Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019
No: 00012

PRAECIPE TO REINSTATE WRIT TO JOIN ADDITIONAL DEFENDANT

TO THE PROTHONOTARY:

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), hereby requests this Honorable Court to reinstate the attached Writ to Join against:

Match Converge
4450 East Adamo Drive, Suite 501
Tampa, FL 33605

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

Date: August 13, 2020

C.P. 88

WRIT TO JOIN ADDITIONAL DEFENDANTS

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

COURT OF COMMON PLEAS

DIANNE COCHRAN

vs.

DECEMBER Term, 20¹⁹

ULTA BEAUTY, INC. et al.

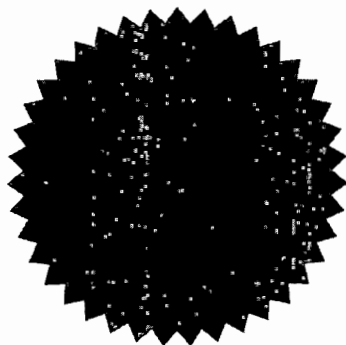
No. 00012

TO
Match Converge
7361 Coca Cola Drive
Hanover, Maryland 21076

You are notified that

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

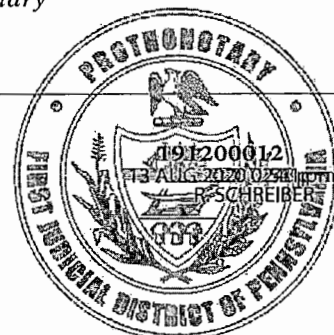
has } joined you as an additional defendant in this action with you are required to defend.
have }



10-245 (Rev. 1/01)

JOSEPH H. EVERS
Prothonotary

By _____



Case ID: 191200012

COURT OF COMMON PLEAS
COUNTY OF PHILADELPHIA

DECEMBER Term, 2019 No. 00012

DIANNE COCHRAN

vs.

ULTA BEAUTY, INC. et al.

**WRIT TO JOIN ADDITIONAL
DEFENDANTS**

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: PRAECIPE - WRIT TO JOIN

AUGUST 13, 2020 14:42:53

Sequence: 41

File: 1 Cochran - Praecipe to Reinstate Writ to Join Match
Marketing Group 8-13-20.pdf

BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

IDENTIFICATION NO: 206536 / 318898

TEN PENN CENTER, SUITE 770

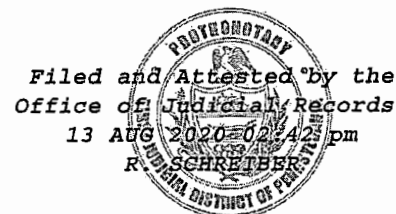
1801 MARKET STREET

PHILADELPHIA, PA 19103

(215) 569-4433

sbaker@bonnerkiernan.com

varshanapally@bonnerkiernan.com



Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019

No: 00012

PRAECIPE TO REINSTATE WRIT TO JOIN ADDITIONAL DEFENDANT

TO THE PROTHONOTARY:

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), hereby requests this Honorable Court to reinstate the attached Writ to Join against:

Match Marketing Group
4450 East Adamo Drive, Suite 501
Tampa, FL 33605

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP

A handwritten signature in black ink, appearing to read "Vaishnavi Arshanapally".

SARAH M. BAKER, ESQUIRE

VAISHNAVI ARSHANAPALLY, ESQUIRE

Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

Date: August 13, 2020

C.P. 88

WRIT TO JOIN ADDITIONAL DEFENDANTS

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

COURT OF COMMON PLEAS

DIANNE COCHRAN

vs.

DECEMBER Term, 20¹⁹

ULTA BEAUTY, INC. et al.

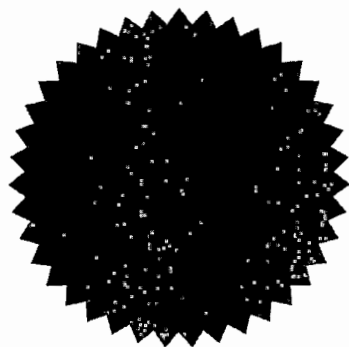
No. 00012

TO
Match Marketing Group
800 Connecticut Avenue
3rd Floor East
Norwalk, CT 06584

You are notified that

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

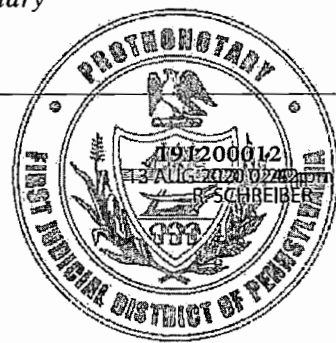
has }
have } joined you as an additional defendant in this action with you are required to defend.



10-245 (Rev. 1/01)

JOSEPH H. EVERS
Prothonotary

By _____



Case ID: 191200012

COURT OF COMMON PLEAS
COUNTY OF PHILADELPHIA

DECEMBER Term, 2019 No. 00012

DIANNE COCHRAN

vs.

ULTA BEAUTY, INC. et al.

**WRIT TO JOIN ADDITIONAL
DEFENDANTS**

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

Docket: ORDER ENTERED/236 NOTICE GIVEN

SEPTEMBER 8, 2020 10:14:10

Sequence: 43

File: 1 ORDER_43.pdf

DIANNE COCHRAN
Plaintiff
v.
ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL
Defendants
v.
MATCH MARKETING GROUP; MATCH
CONVERGE; and CONVERGENCE
MARKETING, INC.
Additional Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY
Filed and Attested by the
Office of Judicial Records
DECEMBER TERM, 2018
No: 00012
16 AUG 2020 04:31 pm
J. RICE
JUDICIAL HISTORY OF PENNSYLVANIA

ORDER

AND NOW, this 3RD day of SEPT., 2020, upon consideration of

the Preliminary Objections of Defendant, Erica S. Harrell, to Plaintiff's Complaint, and any response thereto, it is hereby **ORDERED** and **DECREED** that said Preliminary Objections are **SUSTAINED**. It is further **ORDERED** and **DECREED** that Plaintiff's Complaint as to Erica S. Harrell is stricken as a whole, and **DISMISSED**, with prejudice.

BY THE COURT:


J.

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

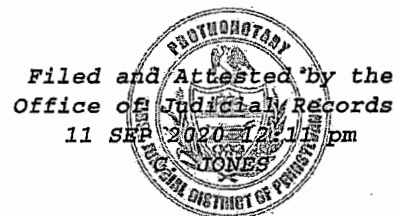
Docket: AFFIDAVIT OF SERVICE FILED

SEPTEMBER 11, 2020 12:11:46

Sequence: 47

File: 1 Cochran - Affidavit of Service of Writ to Join Match
Converge.pdf

KIERNAN TREBACH LLP
SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
IDENTIFICATION NO: 206536 / 318898
TEN PENN CENTER, SUITE 770
1801 MARKET STREET
PHILADELPHIA, PA 19103
(215) 569-4433
sbaker@kiernantrebach.com
varshanapally@kiernantrebach.com



Attorneys for Defendants, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty) and Erica S. Harrell

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

v.

MATCH MARKETING GROUP; MATCH
CONVERGE; and CONVERGENCE
MARKETING, INC.

Additional Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019
No: 00012

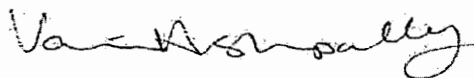
AFFIDAVIT OF SERVICE OF WRIT TO JOIN ADDITIONAL DEFENDANT

The undersigned hereby certifies and states that Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), hereby served the Writ to Join Additional Defendant, Match Converge, at the following address, and in accordance with Pa. R.C.P. Nos. 403 and 404:

Match Converge
4450 East Adamo Drive, Suite 501
Tampa, FL 33605

A copy of the signed and returned certified mail card is attached hereto as Exhibit "A".


Respectfully submitted,
KIERNAN TREBACH LLP

A handwritten signature in dark ink, appearing to read "Vaishnavi Arshanapally", written over a horizontal line.

SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
*Attorneys for Defendants, ULTA Salon, Cosmetics &
Fragrance, Inc. (improperly identified as ULTA Beauty,
Inc. and ULTA Beauty) and Erica S. Harrell*

Date: September 11, 2020

EXHIBIT “A”

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p><input checked="" type="checkbox"/> Complete items 1, 2, and 3.</p> <p><input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.</p> <p><input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p><i>Match Converge</i> <i>c/o Apollo Retail Specialists, Inc.</i> <i>4450 East Adamo Drive Suite 501</i> <i>Tampa, FL 33605</i></p>  9590 9402 4980 9063 6204 01		<p>A. Signature <i>X HAC05037 C19</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee </p> <p>B. Received by (Printed Name) <i>Dixie White</i> </p> <p>C. Date of Delivery <i>08/27/20</i> </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No </p>	
<p>2. Article Number (Transfer from service label)</p> <p>7017 1000 0000 7436 5209</p>		<p>3. Service Type</p> <p> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery </p> <p> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery </p> <p><input type="checkbox"/> Restricted Delivery</p>	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

COCHRAN VS ULTA BEAUTY INC. ETAL

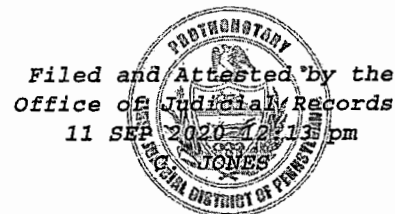
191200012

Docket: AFFIDAVIT OF SERVICE FILED
SEPTEMBER 11, 2020 12:13:12

Sequence: 46

File: 1 Cochran - Affidavit of Service of Writ to Join
Convergence Marketing.pdf

KIERNAN TREBACH LLP
SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
IDENTIFICATION NO: 206536 / 318898
TEN PENN CENTER, SUITE 770
1801 MARKET STREET
PHILADELPHIA, PA 19103
(215) 569-4433
sbaker@kiernantrebach.com
varshanapally@kiernantrebach.com



Attorneys for Defendants, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty) and Erica S. Harrell

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

v.

MATCH MARKETING GROUP; MATCH
CONVERGE; and CONVERGENCE
MARKETING, INC.

Additional Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019

No: 00012

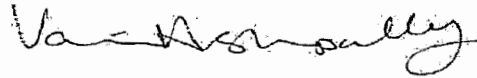
AFFIDAVIT OF SERVICE OF WRIT TO JOIN ADDITIONAL DEFENDANT

The undersigned hereby certifies and states that Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), hereby served the Writ to Join Additional Defendant, Convergence Marketing, Inc, at the following address, and in accordance with Pa. R.C.P. Nos. 403 and 404:

Convergence Marketing, Inc.
4450 East Adamo Drive, Suite 501
Tampa, FL 33605

A copy of the signed and returned certified mail card is attached hereto as Exhibit "A".

Respectfully submitted,
KIERNAN TREBACH LLP

A handwritten signature in black ink, appearing to read "Vaishnavi Arshanapally", written over a horizontal line.

SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
*Attorneys for Defendants, ULTA Salon, Cosmetics &
Fragrance, Inc. (improperly identified as ULTA Beauty,
Inc. and ULTA Beauty) and Erica S. Harrell*

Date: September 11, 2020

EXHIBIT “A”

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<input checked="" type="checkbox"/> Complete Items 1, 2, and 3. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X HACOS037 CR <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <i>Convergence Marketing, Inc.</i> <i>c/o Apollo Retail Specialists, etc</i> <i>4450 East Adamo Drive, Suite 501</i> <i>Tampa, FL 33605</i>		B. Received by (Printed Name) <i>Dixie White</i>	C. Date of Delivery <i>08/27/20</i>
 9590 9402 4980 9063 6204 18		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label) 7017 1000 0000 7436 5216		3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

COCHRAN VS ULTA BEAUTY INC. ETAL

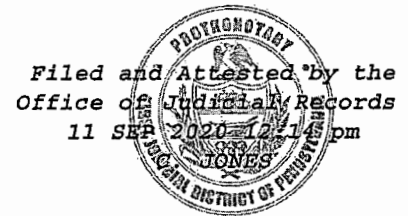
191200012

Docket: AFFIDAVIT OF SERVICE FILED
SEPTEMBER 11, 2020 12:14:18

Sequence: 45

File: 1 Cochran - Affidavit of Service of Writ to Join Match
Marketing Group.pdf

KIERNAN TREBACH LLP
SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
IDENTIFICATION NO: 206536 / 318898
TEN PENN CENTER, SUITE 770
1801 MARKET STREET
PHILADELPHIA, PA 19103
(215) 569-4433
sbaker@kiernantrebach.com
varshanapally@kiernantrebach.com



Attorneys for Defendants, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty) and Erica S. Harrell

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

v.

MATCH MARKETING GROUP; MATCH
CONVERGE; and CONVERGENCE
MARKETING, INC.

Additional Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019
No: 00012

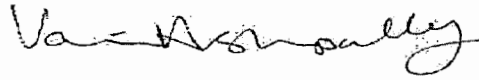
AFFIDAVIT OF SERVICE OF WRIT TO JOIN ADDITIONAL DEFENDANT

The undersigned hereby certifies and states that Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), hereby served the Writ to Join Additional Defendant, Match Marketing Group, at the following address, and in accordance with Pa. R.C.P. Nos. 403 and 404:

Match Marketing Group
4450 East Adamo Drive, Suite 501
Tampa, FL 33605

A copy of the signed and returned certified mail card is attached hereto as Exhibit "A".


Respectfully submitted,
KIERNAN TREBACH LLP

A handwritten signature in black ink, appearing to read "Vaishnavi Arshanapally", written over a horizontal line.

SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
*Attorneys for Defendants, ULTA Salon, Cosmetics &
Fragrance, Inc. (improperly identified as ULTA Beauty,
Inc. and ULTA Beauty) and Erica S. Harrell*

Date: September 11, 2020

EXHIBIT “A”

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Complete items 1, 2, and 3.</p> <p>2. Print your name and address on the reverse so that we can return the card to you.</p> <p>3. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p><i>Match Marketing Group</i> <i>c/o Apollo Retail Specialists, Inc.</i> <i>4450 East Adamo Drive, Suite 501</i> <i>Tampa, FL 33605</i></p>  <p>9590 9402 4980 9063 6202 41</p> <p>2. Article Number (Transfer from service label)</p> <p>7017 1000 0000 7436 5186</p>		<p>A. Signature</p> <p><i>X HAC 05037 CA</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p><i>Dixie White</i></p> <p>C. Date of Delivery</p> <p><i>08/27/20</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation®</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COCHRAN VS ULTA BEAUTY INC. ETAL

191200012

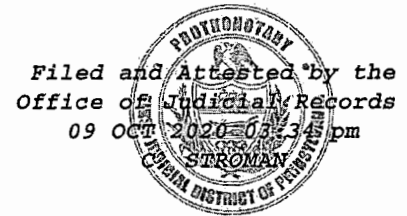
Docket: NOT OF REMOVAL TO US DIST CT

OCTOBER 9, 2020 15:34:25

Sequence: 49

File: 1 Cochran - Notice of Removal filed with CCP.pdf

KIERNAN TREBACH LLP
SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
IDENTIFICATION NO: 206536 / 318898
TEN PENN CENTER, SUITE 770
1801 MARKET STREET
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(215) 569-4433
sbaker@kiernantrebach.com
varshanapally@kiernantrebach.com



Attorneys for Defendants, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY

Defendants

v.

MATCH MARKETING GROUP; MATCH
CONVERGE; and CONVERGENCE
MARKETING, INC.

Additional Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019
No: 00012

NOTICE OF REMOVAL

TO THE PROTHONOTARY:

PLEASE TAKE NOTICE that Defendants, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty) by and through their counsel, KIERNAN TREBACH LLP, and pursuant to 28 U.S.C. §1332, have removed this matter in its entirety to the United States District Court for the Eastern District of Pennsylvania, Civil Action No.: 2:20-cv-04997-AB. A copy of Defendant's Notice of Removal filed with United States District Court for the Eastern District of Pennsylvania is attached hereto as Exhibit "A."

KIERNAN TREBACH LLP



By: _____

SARAH M. BAKER, ESQUIRE
*Attorneys for Defendants, ULTA Salon,
Cosmetics & Fragrance, Inc. (improperly
identified as ULTA Beauty, Inc. and ULTA
Beauty)*

Dated: October 9, 2020

EXHIBIT “A”

CIVIL COVER SHEET

JS 44 (Rev. 02/19)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Dianne Cochran

(b) County of Residence of First Listed Plaintiff Bucks County, PA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Todd Sailer, Esq
122 E. Court Street, Doylestown, PA

DEFENDANTS

Ultra Beauty, Inc.; Ultra Beauty
Match Marketing Group; Match Converge; Convergence Marketing,
Inc.

County of Residence of First Listed Defendant Will County, IL
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Sarah Baker (Counsel for Ultra Beauty, Inc. and Ultra Beauty) - Kiernan
Trebach, Ten Penn Center, Suite 770, 1801 Market St, Philadelphia,
PA

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input checked="" type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL/SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Tort to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Section 1332

Brief description of cause:
Person Injury Action

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE
10/08/2020

SIGNATURE OF ATTORNEY OF RECORD

Sarah M. Baker

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE Case ID: 191200012

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. **Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. **PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 4 Braxton Court, Quakertown, PA
 Address of Defendant: 1000 Remington Boulevard, Suite 120, Bolingbrook, Illinois
 Place of Accident, Incident or Transaction: 40 Town Center Drive, Suite 2, Collegeville, PA

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when *Yes* is answered to any of the following questions:

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.DATE: 10/02/2020

Sarah M. Bohn
 Attorney-at-Law / Pro Se Plaintiff

206536

Attorney I.D. # (if applicable)

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
☐ 2. FELA
☐ 3. Jones Act-Personal Injury
☐ 4. Antitrust
☐ 5. Patent
☐ 6. Labor-Management Relations
☐ 7. Civil Rights
☐ 8. Habeas Corpus
☐ 9. Securities Act(s) Cases
☐ 10. Social Security Review Cases
☐ 11. All other Federal Question Cases
 (Please specify): _____

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
☐ 2. Airplane Personal Injury
☐ 3. Assault, Defamation
☐ 4. Marine Personal Injury
☐ 5. Motor Vehicle Personal Injury
☒ 6. Other Personal Injury (Please specify): Premises Liability
☐ 7. Products Liability
☐ 8. Products Liability - Asbestos
☐ 9. All other Diversity Cases
 (Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, _____, counsel of record or pro se plaintiff, do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: _____

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Dianne Cochran

v.

Ulta Beauty, Inc., et al.:
:
:
:
:
:

CIVIL ACTION

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

10-08-2020**Sarah M. Baker, Esq.****Defendants, Ulta Beauty, Inc. and**

Date

Attorney-at-law

Attorney for **Ulta Beauty****215-569-4433****215-569-4434****sbaker@kiernantrebach.com**

Telephone

FAX Number

E-Mail Address

(Civ. 660) 10/02

**Civil Justice Expense and Delay Reduction Plan
Section 1:03 - Assignment to a Management Track**

- (a) The clerk of court will assign cases to tracks (a) through (d) based on the initial pleading.
- (b) In all cases not appropriate for assignment by the clerk of court to tracks (a) through (d), the plaintiff shall submit to the clerk of court and serve with the complaint on all defendants a case management track designation form specifying that the plaintiff believes the case requires Standard Management or Special Management. In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.
- (c) The court may, on its own initiative or upon the request of any party, change the track assignment of any case at any time.
- (d) Nothing in this Plan is intended to abrogate or limit a judicial officer's authority in any case pending before that judicial officer, to direct pretrial and trial proceedings that are more stringent than those of the Plan and that are designed to accomplish cost and delay reduction.
- (e) Nothing in this Plan is intended to supersede Local Civil Rules 40.1 and 72.1, or the procedure for random assignment of Habeas Corpus and Social Security cases referred to magistrate judges of the court.

**SPECIAL MANAGEMENT CASE ASSIGNMENTS
(See §1.02 (e) Management Track Definitions of the
Civil Justice Expense and Delay Reduction Plan)**

Special Management cases will usually include that class of cases commonly referred to as "complex litigation" as that term has been used in the Manuals for Complex Litigation. The first manual was prepared in 1969 and the Manual for Complex Litigation Second, MCL 2d was prepared in 1985. This term is intended to include cases that present unusual problems and require extraordinary treatment. See §0.1 of the first manual. Cases may require special or intense management by the court due to one or more of the following factors: (1) large number of parties; (2) large number of claims or defenses; (3) complex factual issues; (4) large volume of evidence; (5) problems locating or preserving evidence; (6) extensive discovery; (7) exceptionally long time needed to prepare for disposition; (8) decision needed within an exceptionally short time; and (9) need to decide preliminary issues before final disposition. It may include two or more related cases. Complex litigation typically includes such cases as antitrust cases; cases involving a large number of parties or an unincorporated association of large membership; cases involving requests for injunctive relief affecting the operation of large business entities; patent cases; copyright and trademark cases; common disaster cases such as those arising from aircraft crashes or marine disasters; actions brought by individual stockholders; stockholder's derivative and stockholder's representative actions; class actions or potential class actions; and other civil (and criminal) cases involving unusual multiplicity or complexity of factual issues. See §0.22 of the first Manual for Complex Litigation and Manual for Complex Litigation Second, Chapter 33.

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY

Defendants

v.

MATCH MARKETING GROUP; MATCH
CONVERGE; and CONVERGENCE
MARKETING, INC.

Additional Defendants

Civil Action No.

**NOTICE OF REMOVAL OF DEFENDANTS, ULTA BEAUTY, INC. AND ULTA
BEAUTY (PROPERLY IDENTIFIED AS "ULTA SALON, COSMETICS &
FRAGRANCE, INC.")**

Defendants, ULTA Beauty, Inc. and ULTA Beauty (properly identified as "ULTA Salon, Cosmetics & Fragrance, Inc."), by and through their undersigned counsel, KIERNAN TREBACH LLP, and pursuant to 28 U.S.C. §§1441 and 1332, hereby remove to this Court an action pending in the Court of Common Pleas of Philadelphia County, Pennsylvania. The grounds for this Removal are set forth below:

1. This is a civil action over which this Court has original jurisdiction under 28 U.S.C. § 1332, and which may be removed on the petition of Defendants, ULTA Beauty, Inc. and ULTA Beauty (properly identified as "ULTA Salon, Cosmetics & Fragrance, Inc."), to this District Court pursuant to 28 U.S.C. §§ 1441 and 1446.

2. Plaintiff initiated this action via a Writ filed on November 27, 2019. In accordance with 28 U.S.C. § 1446(a), a true and correct copy of the Writ is attached hereto and incorporated herein as Exhibit "A."

3. Plaintiff then filed a Complaint on April 15, 2020, in the Court of Common Pleas of Philadelphia County captioned “Dianne Cochran v. ULTA Beauty, Inc.; ULTA Beauty; and, Erica S. Harrell” at December Term, 2019, No. 00012. A true and correct copy of the Complaint is attached hereto and incorporated herein as Exhibit “B.”

4. Plaintiff, Dianne Cochran, avers in the Complaint that her principal residence is located at 4 Braxton Court, Quakertown, Pennsylvania 18951. *See* Exhibit “A” at ¶ 1.

5. Plaintiff named the following Defendants in her Complaint: ULTA Beauty, Inc.; ULTA Beauty; and, Erica S. Harrell, who is a citizen of the state of Pennsylvania. *See* Exhibit “B.”

6. Pursuant to an Order dated September 3, 2020, Judge Daniel J. Anders dismissed all claims against Erica Harrell, with prejudice. A true and correct copy of the Order and Notice is attached hereto as Exhibit “C.”

7. The Order dated September 3, 2020 was not docketed by the Court of Common Pleas of Philadelphia County until September 9, 2020, and was therefore served on counsel via the electronic filing system on that date. *See* Exhibit “C.”

8. Pursuant to 28 U.S.C. 1446 (b)(3), “if the case stated by the initial pleading is not removable, a notice of removal may be filed within thirty days after receipt by the defendant, through service or otherwise, of a copy of an . . . order . . . from which it may first be ascertained that the case is one which is or has become removable.”

9. Accordingly, Defendants, ULTA Beauty, Inc. and ULTA Beauty (properly identified as “ULTA Salon, Cosmetics & Fragrance, Inc.”), timely file the instant Notice of Removal, as Defendant Erica S. Harrell has been dismissed from this action.

10. As to the remaining named defendants, ULTA Beauty, Inc., is a Delaware corporation, with its principal place of business located at 1000 Remington Boulevard, Suite 1200, Bolingbrook, Illinois. *See* Affidavit of Jaclyn Kaczmarek, Esq. attached hereto as Exhibit “D.”

11. At all times material hereto, ULTA Beauty, Inc. did not own and/or operate the ULTA store that is the subject of this lawsuit, located at 40 Town Center Drive, Suite 2, Collegeville, Pennsylvania. *See* Exhibit “D.”

12. Defendant, ULTA Beauty, is a fictitious name owned by ULTA Salon, Cosmetics and Fragrance, Inc., and registered in the Commonwealth of Pennsylvania. *See* Exhibit “D.”

13. Pursuant to 28 U.S. Code § 1441(b)(1), the citizenship of a defendant sued under fictitious names shall be disregarded.

14. At all times material hereto, ULTA Salon, Cosmetics & Fragrance, Inc. is the proper defendant, and owned and operated the ULTA store that is the subject of this lawsuit, located at 40 Town Center Drive, Suite 2, Collegeville, Pennsylvania. *See* Exhibit “D.”

15. ULTA Salon, Cosmetics & Fragrance, Inc. is a Delaware corporation with a principal place of business located at 1000 Remington Boulevard, Bolingbrook, Illinois, 60440. *See* Exhibit “D.”

16. On or about June 12, 2020, Defendants, ULTA Beauty, Inc. and ULTA Beauty (properly identified as “ULTA Salon, Cosmetics & Fragrance, Inc.”), joined the following Additional Defendants to the action via Writ: Convergence Marketing, Inc.; Match Converge; and Match Marketing. *See* a true and correct copy of the Writs attached hereto and incorporated herein as Exhibit “E.”

17. Upon information and belief, Additional Defendant, Convergence Marketing, Inc., is a Delaware corporation with its principal place of business located at 7361A Coca Cola Drive, Hanover, Maryland 21076. *See* Master Independent Contractor Agreement with Convergence Marketing, Inc. attached hereto as Exhibit “F.”

18. Upon information and belief, Additional Defendant, Match Converge, has a principal place of business located at 7361A Coca Cola Drive, Hanover, Maryland 21076. *See* Match Converge (Formerly Convergence Marking) Headquarters Location attached hereto as Exhibit “G.”

19. Upon information and belief, Match Converge is not a citizen of the Commonwealth of Pennsylvania. *See* Pennsylvania Department of State Business Entity Search for Match Converge showing no results attached hereto as Exhibit “H.”

20. Upon information and belief, Additional Defendant, Match Marketing Group, has a principal place of business located at one of the following addresses: 800 Connecticut Avenue, 3rd Floor East, Norwalk, CT 06584; 4422A Rue Louis-B.-Mayer Laval, Québec H7P0G1; 3020 Carbon Place, Suite 300, Boulder, Colorado 80301; 5225 Satellite Drive, Mississauga, Ontario L4W5P9. *See* printout of Match Marketing Group Locations from MatchMG.com attached hereto as Exhibit “I.”

21. Upon information and belief, Match Marketing Group is not a citizen of the Commonwealth of Pennsylvania. *See* Pennsylvania Department of State Business Entity Search for Match Marketing Group showing no results attached hereto as Exhibit “J.”

22. The general removal statute, 28 U.S.C. § 1441(a) provides that “any civil action brought in a State court” over which federal district courts have original jurisdiction,

through federal question or diversity of citizenship, may be removed by “the defendant or the defendants.” *See* 28 U.S.C. § 1441(a) (emphasis added).

23. In order to remove, a “defendant or defendants” must meet the requirements provided for removal detailed in other provisions, such as diversity of citizenship and consent of all defendants who have been properly joined and served. *See* 28 U.S.C. § 1441(b)(2) and 1446 (b)(2)(A), respectively.

24. Here, the aforementioned Additional Defendants do not destroy diversity of citizenship as required by 28 U.S.C. § 1332 because Plaintiff is a citizen of Pennsylvania and Additional Defendants are not citizens of Pennsylvania (Convergence Marketing, Inc. - Citizen of Delaware and Maryland; Match Converge – Citizen of Maryland; and, Match Marketing Group- Citizen of either a foreign state, Canada, or Connecticut or Colorado).

25. Additionally, 28 U.S.C. § 1446 (b)(2)(A), which requires consent of “all defendants who have been properly joined and served,” is not applicable here because third-party defendants, Convergence Marketing, Inc.; Match Converge; and Match Marketing, are not included within the definition of “defendant or defendants.” *See* 28 U.S.C. § 1446 (b)(2)(A); *Home Depot U.S.A., Inc. v. Jackson*, 139 S. Ct. 1743 (2019)

26. In *Home Depot U.S.A., Inc. v. Jackson*, 139 S. Ct. 1743 (2019), the U.S. Supreme Court held that third-party defendants cannot remove an action to Federal District Court because “third-party defendants” are not included within the definition of “defendant or defendants” who can remove. *See Home Depot U.S.A., Inc. v. Jackson*, 139 S. Ct. 1743 (2019) (Neither 28 U.S.C.S § 1441(a), which generally governed removal of civil action from state court to Federal District Court, nor Class Action Fairness Act of 2005's removal provision (28

U.S.C.S. § 1453(b)), which permitted removal by “any defendant” to class action, permitted removal by third-party counterclaim defendant.)

27. In so holding, the U.S. Supreme Court reasoned that if third-party defendants were included within the definition of “defendants” in 28 U.S.C. § 1446 (b)(2)(A), then the statute could be read to require consent from the third-party defendants, the original plaintiff (as a counterclaim defendant), and the original defendants asserting claims against them and require courts to determine when the original defendant is also a “plaintiff” under other statutory provisions. *See Home Depot U.S.A., Inc. v. Jackson*, 139 S. Ct. 1743, 1750 (2019).

28. The U.S. Supreme Court concluded that “instead of venturing down this part, we hold that third-party counterclaim defendant is not a ‘defendant’ who can remove under § 1441(a).” *See Id.*

29. Based upon the averments contained in Plaintiff’s Complaint and Plaintiff’s demand in her Case Management Conference Memorandum seeking Defendants’ “policy limits,” the amount in controversy in this action which includes the costs of indemnity for any adverse judgment against Defendants, ULTA Beauty, Inc. and ULTA Beauty (properly identified as “ULTA Salon, Cosmetics & Fragrance, Inc.”), exceeds \$75,000, exclusive of interests and costs. *See* Plaintiff’s Case Management Conference Memorandum attached hereto as Exhibit “K.”

30. Specifically, Plaintiff alleges in her Complaint that she sustained “concussion, post-traumatic headaches, post-concussional syndrome, brain aneurysm, brain hemorrhage, cervical radiculopathy, lumbar radiculopathy, cervicalgia, peripheral tear of the medical meniscus of the left knee requiring surgery and other injuries, which are permanent in nature and have caused Plaintiff pain and suffering and severe nervous shock,” and is “unable to

attend to her usual duties and occupations, and has suffered severe physical pain and mental anguish.” *See* Exhibit “A,” at ¶¶ 15 -19.

31. Plaintiff further claims loss of earnings and impairment of her earning capacity and power. *See* Exhibit “A,” at ¶¶ 15 -19.

32. Pursuant to 28 U.S.C. §§ 1332(a), and 1441(a), this Court possesses original jurisdiction of this action because the amount in controversy exceeds \$75,000 and because this action is between citizens of different states. That is, Plaintiff is diverse from Defendants. Moreover, Defendants are not citizens of the State of Pennsylvania, where the original action was filed. Further, the Eastern District of Pennsylvania embraces Philadelphia County, where the current action is pending in the Court of Common Pleas of Philadelphia County in the Commonwealth of Pennsylvania.

33. For the aforementioned reasons, this lawsuit is properly removable from Pennsylvania State Court to the United States District Court, Eastern District of Pennsylvania, pursuant to 28 U.S.C. § 1332(a)(1), 1441(a) and 1446(b) .

34. Defendants, ULTA Beauty, Inc. and ULTA Beauty (properly identified as “ULTA Salon, Cosmetics & Fragrance, Inc.”), expressly reserve the right to raise all defenses and objections in this action after it is removed to this Honorable Court.

35. A true and correct copy of this Notice of Removal is being filed with the Prothonotary of Philadelphia County Court of Common Pleas, as provided by 28 U.S.C. § 1446(d).

36. Written Notice of the filing of this Notice of Removal will be given to all served parties as required by 28 U.S.C. § 1446(d).

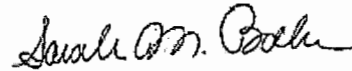
37. No admission of fact, law or liability is intended by this Notice of Removal, and all defenses, affirmative defenses and motions are hereby reserved to Defendants, ULTA Beauty, Inc. and ULTA Beauty (properly identified as "ULTA Salon, Cosmetics & Fragrance, Inc.").

WHEREFORE, Defendants, ULTA Beauty, Inc. and ULTA Beauty (properly identified as "ULTA Salon, Cosmetics & Fragrance, Inc."), hereby remove the above-captioned action, which is now pending in the Court of Common Pleas of Philadelphia County, Pennsylvania, to the United States District Court for the Eastern District of Pennsylvania.

KIERNAN TREBACH LLP

Date: October 8, 2020

BY:



SARAH M. BAKER, ESQUIRE
Attorney ID No. 023982007
Ten Penn Center Plaza, Suite 770
1801 Market Street
Philadelphia, PA 19103
Tel.: (215)569-4433
Fax: (215)569-4434
*Attorney for Defendants, ULTA Beauty, Inc. and
ULTA Beauty (properly identified as "ULTA Salon,
Cosmetics & Fragrance, Inc.")*

CERTIFICATE OF SERVICE

I, Sarah M. Baker, Esquire, hereby certify that a copy of NOTICE OF REMOVAL OF DEFENDANTS, ULTA BEAUTY, INC. AND ULTA BEAUTY (PROPERLY IDENTIFIED AS "ULTA SALON, COSMETICS & FRAGRANCE, INC.") was served via Email and/or U.S. Mail, this 8th day of October, 2020 upon the following:

COUNSEL FOR PLAINTIFF

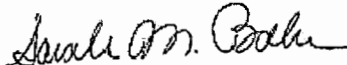
Todd M. Sailer, Esquire
FALCON LAW FIRM, LLC
122 E. Court Street, 3rd Floor
Doylestown, PA 18901

Match Marketing Group
c/o Apollo Retail Specialists, Inc.
4450 East Adamo Drive, Suite 501
Tampa, FL 33605

Match Converge
c/o Apollo Retail Specialists, Inc.
4450 East Adamo Drive, Suite 501
Tampa, FL 33605

Convergence Marketing, Inc.
c/o Apollo Retail Specialists, Inc.
4450 East Adamo Drive, Suite 501
Tampa, FL 33605

KIERNAN TREBACH LLP



BY: _____

SARAH M. BAKER, ESQUIRE

EXHIBIT “A”

Todd M. Sailer, Esquire
Falcon Law Firm, LLC
LD. #86013
122 E. Court Street, Doylestown, PA 18901
Tel: (215) 360-3880



DIANNE COCHRAN
4 Braxton Court
Quakertown, PA 18951

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS
TRIAL DIVISION

v.

ULTA BEAUTY, INC.
1000 Remington Blvd. #120
Bolingbrook, IL 60440
and
ULTA BEAUTY
6164 Carlisle Pike
Mechanicsburg, PA 17050

NO:
_____ TERM, 20__

PRAECIPE FOR WRIT OF SUMMONS

TO THE PROTHONOTARY:

Kindly issue a Writ of Summons in the above-captioned matter.

Falcon Law Firm, LLC

By: /s/ Todd M. Sailer, Esq.
Attorney LD. #86013
Attorney for Plaintiff

Summons
Citation

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

Filed and Accepted by the
Office of Judicial Records
27 NOV 2020 11:06 pm



DIANNE COCHRAN

Plaintiff

COURT OF COMMON PLEAS

Term, 20

vs.

No.

ULTA BEAUTY, INC. AND ULTA BEAUTY

Defendant

To¹

ULTA BEAUTY INC. and ULTA

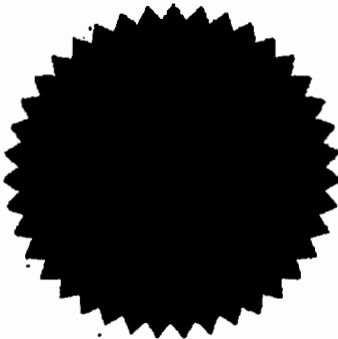
BEAUTY

Writ of Summons

You are notified that the Plaintiff²
Usted esta avisado que el demandante

DIANNE COCHRAN

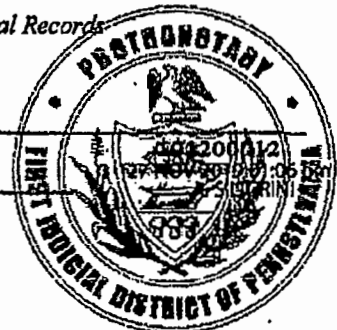
Has (have) commenced an action against you.
Ha (han) iniciado una accion en contra suya.



ERIC FEDER
Director, Office of Judicial Records

By: _____

Date: _____



10-208 (Rev. 6/14)

¹ Name(s) of Defendant(s)

² Name(s) of Plaintiff(s)

Court of Common Pleas

Term, 20

No.

DIANNE COCHRAN

Plaintiff

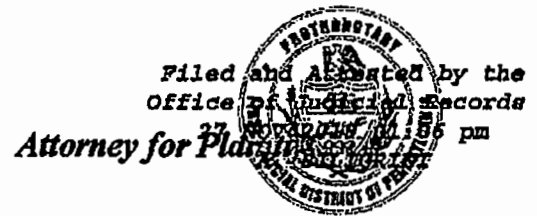
vs.

ULTA BEAUTY, INC. AND ULTA BEA

Defendant

SUMMONS

Todd M. Sailer, Esquire
Falcon Law Firm, LLC
LD. #86013
122 E. Court Street, Doylestown, PA 18901
Tel: (215) 360-3880



DIANNE COCHRAN
4 Braxton Court
Quakertown, PA 18951
PLEAS

PHILADELPHIA COUNTY
COURT OF COMMON
TRIAL DIVISION

v.

ULTA BEAUTY, INC.
1000 Remington Blvd. #120
Bolingbrook, IL 60440
and
ULTA BEAUTY
6164 Carlisle Pike
Mechanicsburg, PA 17050

NO:
_____ TERM, 20__

**Plaintiff's Interrogatories to Defendant in Aid of Filing
A Complaint**

Plaintiff(s) by their attorneys, Todd M. Sailer and Falcon Law Firm, LLC, hereby propound the following Interrogatories under and pursuant to the discovery rules of Pennsylvania Rules of Civil Procedure. These Interrogatories are deemed to continuing so as to require that information secured subsequent to the filing of answers hereto, which would have been includable in the answers had it been known or available, be supplied by supplemental answers.

These Interrogatories must be answered separately and fully by you in the space provided in writing under oath, or if insufficient space is provided, then in writing under oath on a supplemental sheet.

7. Please produce any written agreements, correspondence, or other documents between defendant and any other person or entity regarding the installation, maintenance, and/or repair of the nail polish display at Defendant's Collegeville store on and before May 6, 2018.

FALCON LAW FIRM, LLC.

BY: /s/ Todd M. Sailer
Todd M. Sailer, Esquire
Attorney for Plaintiff
Attorney I.D. #86013

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

PLAINTIFF'S NAME DIANNE COCHRAN		DEFENDANT'S NAME ULTA BEAUTY INC.	
PLAINTIFF'S ADDRESS 4 BRAXTON COURT QUAKERTOWN PA 18951		DEFENDANT'S ADDRESS 1000 REMINGTON BLVD #120 BOLINGBROOK IL 60440	
PLAINTIFF'S NAME		DEFENDANT'S NAME ULTA BEAUTY	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS 6164 CARLISLE PIKE MECHANICSBURG PA 17050	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 2	COMMENCEMENT OF ACTION <input type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input checked="" type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:		
CASE TYPE AND CODE 2S - PREMISES LIABILITY, SLIP/FALL			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		FILED PROPROTHY NOV 27 2019 A. SILIGRINI	
IS CASE SUBJECT TO COORDINATION ORDER?		YES NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>DIANNE COCHRAN</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF/PETITIONER'S/APPELLANT'S ATTORNEY TODD M. SAILER		ADDRESS FALCON LAW FIRM LLC 122 E. COURT STREET 3RD FLOOR DOYLESTOWN PA 18901	
PHONE NUMBER (267) 838-2016	FAX NUMBER (215) 345-6487		
SUPREME COURT IDENTIFICATION NO. 86013		E-MAIL ADDRESS t.sailer@FALCONLAWFIRM.COM	
SIGNATURE OF FILING ATTORNEY OR PARTY TODD SAILER		DATE SUBMITTED Wednesday, November 27, 2019, 01:06 pm	

FINAL COPY (Approved by the Prothonotary Clerk)

Case ID: 191200012

EXHIBIT “B”

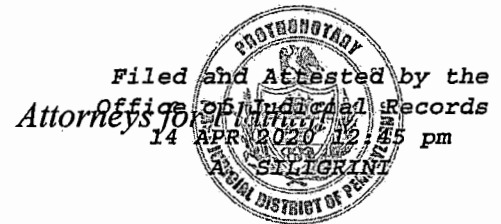
FALCON LAW FIRM, LLC

BY: Todd M. Sailer, Esquire

Attorney I.D. #86013

122 E. Court Street Doylestown, PA 18901

Tel: 215-360-3880



**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL ACTION - LAW**

DIANNE COCHRAN

4 Braxton Court

Quakertown, PA 18951

v.

: **CASE ID # 191200012**

:

: **TERM, 2019**

ULTA BEAUTY INC.

1000 Remington Blvd. #120

Bolingbrook, IL 60440

and

ULTA BEAUTY

6164 Carlisle Pike

Mechanicsburg, PA 17050

and

ERICA S. HARRELL

c/o Ulta

40 Town Center Drive

Collegeville, PA 19426

:

: **JURY TRIAL DEMANDED**

:

:

:

:

:

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO

NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERENCE SERVICE

Philadelphia Bar
Association One
Reading Center
Philadelphia, PA
19107
(215) 238-1701

AVISO

Le han demandado a usted en la carte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazao al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la carte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la carte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con toas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO OSI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME FOR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL

Filadelfia Bar
Association One Reading
Center
Filadelfia, Pennsylvania 19107
(215) 238-1701

FALCON LAW FIRM, LLC

BY: Todd M. Sailer, Esquire

Attorneys for Plaintiff

Attorney I.D. #86013

122 E. Court Street

Doylestown, PA 18901

Tel: 215-360-3880

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL ACTION - LAW**

DIANNE COCHRAN

: CASE ID # 191200012

4 Braxton Court

:

Quakertown, PA 18951

:

TERM, 2019

v.

ULTA BEAUTY INC.

:

1000 Remington Blvd. #120

Bolingbrook, IL 60440

:

JURY TRIAL DEMANDED

and

ULTA BEAUTY

:

6164 Carlisle Pike

Mechanicsburg, PA 17050

:

and

ERICA S. HARRELL

:

c/o Ulta

40 Town Center Drive

:

Collegeville, PA 19426

:

COMPLAINT

1. Plaintiff, Dianne Cochran, is an adult individual who resides at 4 Braxton Court, Quakertown, PA 18951.

2. Defendant, Ulta Beauty Inc. is a corporation with an address of 1000 Remington Blvd. #120 Bolingbrook, IL and regularly conducts business within the Commonwealth of Pennsylvania including Philadelphia County.

3. Defendant Ulta Beauty is a business entity with a registered address of 6164 Carlisle Pike, Mechanicsburg, PA 17050.

4. Defendant, Erica S. Harrell is an adult individual and resident of the Commonwealth of Pennsylvania and at all times relevant hereto was the manager of the Ulta store located at 40 Town Center Drive Collegeville PA 19426.

5. At all time relevant hereto, Defendants were in exclusive possession, management and control of the Ulta Beauty store located in Collegeville, PA 19426 individually and through its employees who were acting within the course and scope of their employment by Defendant and in furtherance of Defendant's store, including the merchandise endcap shelving units.

6. At all times relevant hereto, Defendant failed to maintain and keep its premises in a reasonably safe condition.

7. On or about May 6, 2018, Plaintiff, Dianne Cochran was working on a display at Defendants' store when a large endcap shelving unit suddenly fell on top of her and violently knocked her backwards causing her to fall to the floor.

8. The carelessness and negligence of the Defendants caused Plaintiff to sustain serious injuries which will be set forth in greater detail herein.

9. Defendant as owner and operator of the business located in Collegeville Pennsylvania owed a duty to keep the premises of the property, including the endcap in a reasonably safe condition for use by persons at the store including Plaintiff.

10. Defendants violated this duty owed, including to the Plaintiff, in that Defendant negligently and carelessly failed to maintain the endcap and permitted a dangerous condition to exist. Defendant knew this condition had existed for some time prior to the accident, and Defendant had, or should have had, due notice of this condition. Defendant knew or should have known this condition posed a danger to persons present at the premises.

11. The aforesaid incident and injuries resulting to the Plaintiff, Dianne Cochran occurred as a result of the negligence and carelessness of the Defendant.

COUNT I

PLAINTIFF, DIANNE COCHRAN v. DEFENDANTS

12. Plaintiff incorporates by reference all the allegations of this Complaint as though the same were fully set forth at length herein.

13. The aforesaid incident and injuries resulting to the Plaintiff occurred as a result of the negligence and carelessness of the Defendants, which consisted of the following:

- a. Failing to maintain the shelving unit/endcap of the premises in a safe manner;
- b. Failing to discover and rectify the danger of the broken

shelving unit/endcap;

- c. Failing to ensure that the endcap was properly and adequately secured;
- d. Failing to warn Plaintiff regarding the dangerous condition caused by the broken shelving unit/endcap in the area where the incident occurred;
- e. Failing to take proper precautions to remedy the dangerous condition of the broken shelving unit/endcap in the area where the incident occurred;
- f. Failing to use reasonable care to keep their business premises and, in particular, the endcap a safe condition;
- g. Failing to make a reasonable inspection of the area which would have revealed the existence of the dangerous condition posed by the broken shelving unit/endcap in the area where the incident occurred;
- h. Allowing the broken endcap to continue to exist when Defendants knew, or in the exercise of reasonable care should have known, that the condition created an unreasonable risk of harm to visitors of the premises.
- i. Failing to properly inspect the endcap for defective conditions.

14. At all times relevant hereto, Plaintiff, despite the exercise of reasonable care, could not protect herself against the dangerous condition created by the Defendants.

15. As a result of the negligence and carelessness of the Defendants,

Plaintiff sustained concussion, post-traumatic headaches, postconcussional syndrome, brain aneurysm, brain hemorrhage, cervical radiculopathy, lumbar radiculopathy, cervicgia, peripheral tear of the medial meniscus of the left knee requiring surgery and other injuries, which are permanent in nature and have caused Plaintiff pain and suffering and severe nervous shock.

16. Solely as a result of Defendants' negligence, Plaintiff was forced to bear extensive medical expenses in the treatment of her injuries, which expenses will continue for an indefinite time in the future.

17. Solely as a result of Defendants' negligence, Plaintiff has or may suffer a severe loss of earnings and an impairment of her earning capacity and power.

18. Solely as a result of Defendants' negligence, Plaintiff was unable to attend to her usual duties and occupations or life's pleasures for a substantial period of time, and may be unable to attend to the aforesaid duties and occupations for an indefinite time in the future.

19. As a result of the injuries sustained by Plaintiff, she has been forced to suffer severe physical pain and mental anguish and may be forced to undergo physical pain and mental anguish for an indefinite period of time in the future.

WHEREFORE, Plaintiff, Dianne Cochran demands judgment against the

Defendants in an amount in excess of \$50,000 together with interest and cost.

FALCON LAW FIRM, LLC

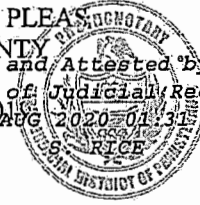
**BY: /s/ Todd M. Sailer, Esq.
Todd M. Sailer, Esquire
Attorney for Plaintiffs
Attorney I.D.#86013**



EXHIBIT “C”

DIANNE COCHRAN
Plaintiff
v.
ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL
Defendants
v.
MATCH MARKETING GROUP; MATCH
CONVERGE; and CONVERGENCE
MARKETING, INC.
Additional Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY
filed and Attested by the
Office of Judicial Records
DECEMBER TERM, 2018
No: 00012
16 AUG 2020 01:31 pm

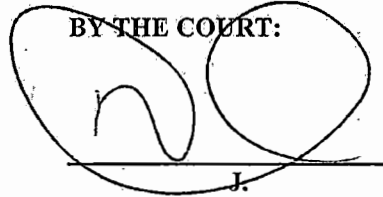


ORDER

AND NOW, this 3RD day of SEPT., 2020, upon consideration of

the Preliminary Objections of Defendant, Erica S. Harrell, to Plaintiff's Complaint, and any response thereto, it is hereby **ORDERED** and **DECREED** that said Preliminary Objections are **SUSTAINED**. It is further **ORDERED** and **DECREED** that Plaintiff's Complaint as to Erica S. Harrell is stricken as a whole, and **DISMISSED**, with prejudice.

BY THE COURT:


J.

Lora Crossley

From: cp-efiling@courts.phila.gov
Sent: Wednesday, September 09, 2020 9:36 PM
To: lcrossley@kiernantrebach.com
Subject: Notice of order on Case #191200012



Dear Vaishnavi Arshanapally,

A legal paper, which requires notice pursuant to Pa. R.C.P. 236 and/or Pa. R.C.P. 1307, has been entered by the Court in the following matter:

Caption:
COCHRAN VS ULTA BEAUTY INC. ETAL
Case Number: 191200012

Date of Entry on Docket:
September 08, 2020 10:14 am EDT/DST

Type of Legal Paper:
ORDER ENTERED/236 NOTICE GIVEN

You may retrieve the legal paper, and any related document(s), by copying and pasting the following web address(es) into your browser or by clicking the link(s) below to view the related documents(s). Each link represents a separate document entered in connection with this matter. Utilizing the link(s) below will only display the actual document(s). You will not be logged into the court's electronic filing system.

ORDER_43.pdf
https://efile.phila.gov/efsfd/zk_ealib.open_doc?h=w45qgs0juD2CH2Jk

THANK YOU,

ERIC FEDER
DEPUTY COURT ADMINISTRATOR
DIRECTOR, OFFICE OF JUDICIAL RECORDS

DISCLAIMER

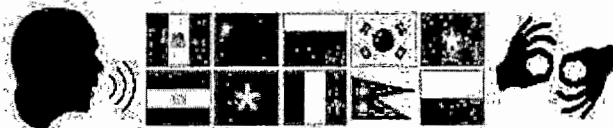
The First Judicial District will use your electronic mail address

and other personal information only for purposes of Electronic Filing as authorized by Pa. R.C.P. 205.4 and Philadelphia Civil *Rule 205.4.

Use of the Electronic Filing System constitutes an acknowledgment that the user has read the Electronic Filing Rules and Disclaimer and agrees to comply with same.

This is an automated e-mail, please do not respond!

Notice of Language Rights



Language Access Coordinator

Land Title Building, 2nd Floor, 100 South Broad Street, Philadelphia, PA, 19110
Elizabeth McCarrick, 215-683-8000, languageaccesscoordinator@courts.phila.gov

English: You have the right to an interpreter at no cost to you. To request an interpreter, please inform court staff using the contact information provided at the top of this notice.

Spanish/Español: Usted tiene derecho a un intérprete libre de costo. Para solicitar un intérprete favor de informárselo al personal judicial utilizando la información provista en la parte superior de este aviso.

Mandarin/Cantonese Simplified Chinese/普通话/粤语简体中文: 您有权获得免费的口译员服务。若需要口译员，请使用本通知上方提供的联系信息通知法院工作人员。

Russian/Русский: У вас есть право на бесплатные услуги переводчика. Заявка на переводчика подается в суд по адресу, телефону или эл. почте, указанным выше в заголовке этого уведомления.

Portuguese/Português: Você tem direito a um intérprete gratuitamente. Para solicitar um intérprete, informe a nossa equipe usando os dados de contato mostrados na parte superior deste aviso.

Haitian Creole/Kreyòl Ayisyen: Ou gen dwa resevwa sevis yon entèpret gratis. Pou mande pou yon entèpret, tanpri fè manm pèsonel tribinal la konnen fè ou sevi avèk enfòmasyon an yo te bay ou nan tèt avisa a.

EXHIBIT “D”

**Cochran - Affidavit of Jaclyn Kaczmarek.pdf**

DocVerify ID: 42DE067F-FB5C-4A0E-8E37-F08570F53742
Created: October 08, 2020 07:35:02 -8:00
Pages: 2
Remote Notary: Yes / State: PA

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E-Signature Summary**E-Signature 1: Jaclyn Kaczmarek (JK)**

October 08, 2020 07:42:54 -8:00 [1A03FD452402] [96.27.106.136]
JKaczmarek@ultra.com (Principal) (ID Verified)

E-Signature Notary: Judith P. Lawrence (JPL)

October 08, 2020 07:42:54 -8:00 [4E20AAFD37B0] [76.124.110.245]
notaryservice100@gmail.com
I, Judith P. Lawrence, did witness the participants named above electronically sign this document.



DocVerify documents cannot be altered or tampered with in any way once they are protected by the DocVerify VeriVault System. Best viewed with Adobe Reader or Adobe Acrobat. All visible electronic signatures contained in this document are symbolic representations of the persons signature, and not intended to be an accurate depiction of the persons actual signature as defined by various Acts and/or Laws.

Case ID: 191200012



DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY

Defendants

v.

MATCH MARKETING GROUP; MATCH
CONVERGE; and CONVERGENCE
MARKETING, INC.

Additional Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019

No: 00012

AFFIDAVIT

Jaclyn Kaczmarek, being duly sworn according to law, deposes and states the following:

1. I am an adult individual residing in the State of Illinois.
2. I am employed by ULTA Inc., as an attorney in its legal department.
3. I have sufficient knowlegde of the matters contained in this Affidavit to make the statements contained herein, and am authorized to do so.
4. ULTA Beauty, Inc., is a Delaware corporation, with its principal place of business located at 1000 Remington Boulevard, Suite 1200, Bolingbrook, Illinois, 60440.
5. ULTA Beauty, Inc. is not a Pennsylvania corporation.
6. At all times material hereto, ULTA Beauty, Inc. did not own and/or operate the ULTA store that is the subject of this lawsuit, located at 40 Town Center Drive, Suite 2, Collegeville, Pennsylvania.
7. ULTA Beauty is a fictitious name owned by ULTA Salon, Cosmetics and Fragrance, Inc., and registered in the Commonwealth of Pennsylvania.

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Case ID: 191200012



8. At all times material hereto, ULTA Salon, Cosmetics & Fragrance, Inc. operated the ULTA store that is the subject of this lawsuit, located at 40 Town Center Drive, Suite 2, Collegeville, Pennsylvania.

9. ULTA Salon, Cosmetics & Fragrance, Inc. is a Delaware corporation with a principal place of business located at 1000 Remington Boulevard, Suite 120, Bolingbrook, Illinois, 60440.

10. ULTA Salon, Cosmetics & Fragrance, Inc. is not a Pennsylvania corporation.

Jaclyn Kaczmarek
Signed on 2020/10/08 07:42:54 -8:00
Jaclyn Kaczmarek, Esquire

Sworn to and subscribed before me
remotely, this 8th day
of October, 2020

Judith P Lawrence
Signed on 2020/10/08 07:48:34 -8:00
My Commission Expires: 04.17.2024

Commonwealth of Pennsylvania - Notary Seal
Judith P Lawrence, Notary Public
Philadelphia County
My Commission Expires Apr 17, 2024
Commission Number 1093078
History Stamp: 2020/10/08 07:42:54 PST 4E20AA703760

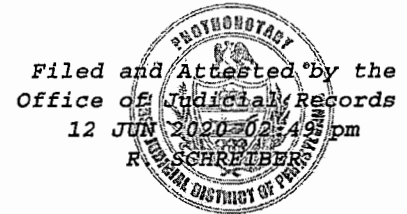
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Case ID: 191200012



EXHIBIT “E”

BONNER KIERNAN TREBACH & CROCIATA LLP
SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
IDENTIFICATION NO: 206536 / 318898
TEN PENN CENTER, SUITE 770
1801 MARKET STREET
PHILADELPHIA, PA 19103
(215) 569-4433
sbaker@bonnerkiernan.com
varshanapally@bonnerkiernan.com



Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019
No: 00012

PRAECIPE TO FILE WRIT TO JOIN ADDITIONAL DEFENDANT

TO THE PROTHONOTARY:

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), hereby requests this Honorable Court to execute a Writ to Join against:

Match Marketing Group
800 Connecticut Avenue
3rd Floor East
Norwalk, CT 06584

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

Date: June 12, 2020

C.P. 88

WRIT TO JOIN ADDITIONAL DEFENDANTS

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

COURT OF COMMON PLEAS

DIANNE COCHRAN

vs.

DECEMBER Term, 20¹⁹

ULTA BEAUTY, INC. et al.

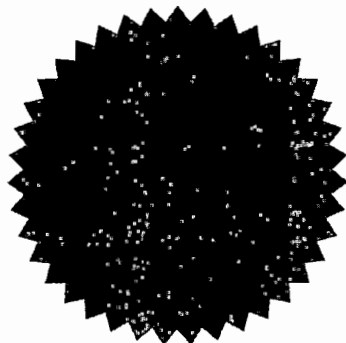
No. 00012

TO
Match Marketing Group
800 Connecticut Avenue
3rd Floor East
Norwalk, CT 06584

You are notified that

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

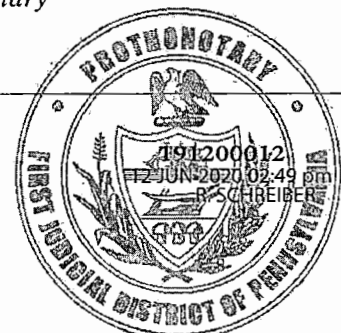
has }
have } joined you as an additional defendant in this action with you are required to defend.



10-245 (Rev. 1/01)

JOSEPH H. EVERS
Prothonotary

By _____



Case ID: 191200012

COURT OF COMMON PLEAS
COUNTY OF PHILADELPHIA

DECEMBER Term, 20¹⁹ No. 00012

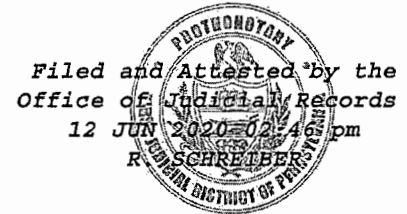
DIANNE COCHRAN

vs.

ULTA BEAUTY, INC. et al.

**WRIT TO JOIN ADDITIONAL
DEFENDANTS**

BONNER KIERNAN TREBACH & CROCIATA LLP
SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
IDENTIFICATION NO: 206536 / 318898
TEN PENN CENTER, SUITE 770
1801 MARKET STREET
PHILADELPHIA, PA 19103
(215) 569-4433
sbaker@bonnerkiernan.com
varshanapally@bonnerkiernan.com



Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019
No: 00012

PRAECIPE TO FILE WRIT TO JOIN ADDITIONAL DEFENDANT

TO THE PROTHONOTARY:

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), hereby requests this Honorable Court to execute a Writ to Join against:

Convergence Marketing, Inc.
7361A Coca Cola Drive
Hanover, MD 21076

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

Date: June 12, 2020

C.P. 88

WRIT TO JOIN ADDITIONAL DEFENDANTS

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

COURT OF COMMON PLEAS

DIANNE COCHRAN

vs.

DECEMBER Term, 20¹⁹

ULTA BEAUTY, INC. et al.

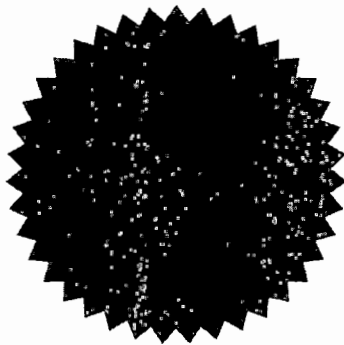
No. 00012

TO
Convergence Marketing, Inc.
7361A Coca Cola Drive
Hanover, MD 21076

You are notified that

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

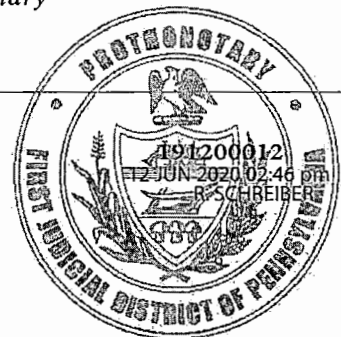
has } joined you as an additional defendant in this action with you are required to defend.
have }



10-245 (Rev. 1/01)

JOSEPH H. EVERS
Prothonotary

By _____



Case ID: 191200012

COURT OF COMMON PLEAS
COUNTY OF PHILADELPHIA

DECEMBER Term, 20¹⁹ No. 00012

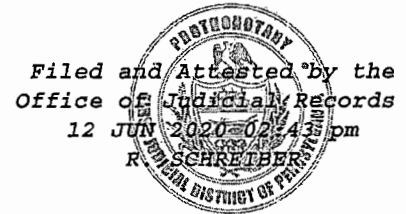
DIANNE COCHRAN

vs.

ULTA BEAUTY, INC. et al.

**WRIT TO JOIN ADDITIONAL
DEFENDANTS**

BONNER KIERNAN TREBACH & CROCIATA LLP
SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
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TEN PENN CENTER, SUITE 770
1801 MARKET STREET
PHILADELPHIA, PA 19103
(215) 569-4433
sbaker@bonnerkiernan.com
varshanapally@bonnerkiernan.com



Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

DIANNE COCHRAN

Plaintiff

v.

ULTA BEAUTY, INC.; ULTA BEAUTY; and
ERICA S. HARRELL

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2019
No: 00012

PRAECIPE TO FILE WRIT TO JOIN ADDITIONAL DEFENDANT

TO THE PROTHONOTARY:

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty), hereby requests this Honorable Court to execute a Writ to Join against:

Match Converge
7361 Coca Cola Drive
Hanover, Maryland, 21076

Respectfully submitted,
BONNER KIERNAN TREBACH & CROCIATA LLP

SARAH M. BAKER, ESQUIRE
VAISHNAVI ARSHANAPALLY, ESQUIRE
Attorneys for Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

Date: June 12, 2020

C.P. 88

WRIT TO JOIN ADDITIONAL DEFENDANTS

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

COURT OF COMMON PLEAS

DIANNE COCHRAN

vs.

DECEMBER Term, 20¹⁹

ULTA BEAUTY, INC. et al.

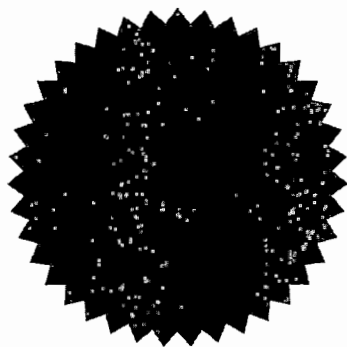
No. 00012

TO
Match Converge
7361 Coca Cola Drive
Hanover, Maryland 21076

You are notified that

Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (improperly identified as ULTA Beauty, Inc. and ULTA Beauty)

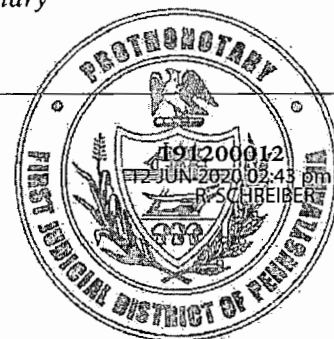
has } joined you as an additional defendant in this action with you are required to defend.
have }



10-245 (Rev. 1/01)

JOSEPH H. EVERS
Prothonotary

By _____



Case ID: 191200012

COURT OF COMMON PLEAS
COUNTY OF PHILADELPHIA

DECEMBER Term, 20¹⁹ No. 00012

DIANNE COCHRAN

vs.

ULTA BEAUTY, INC. et al.

**WRIT TO JOIN ADDITIONAL
DEFENDANTS**

EXHIBIT “F”

MASTER INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is effective January 1, 2012 ("Effective Date") between ULTA Salon, Cosmetics & Fragrance, Inc., with principal offices located at 1000 Remington Boulevard, Suite 120, Bolingbrook Illinois, 60440, its subsidiaries and affiliates (collectively "ULTA") and Convergence Marketing, Inc. ("Contractor"), a Delaware corporation, located at 7361A Coca Cola Drive, Hanover, MD 21076. The parties agree as follows:

1. Services; Term.

- 1.1 ULTA engages Contractor to provide the Services described in Project Schedules that the parties may execute from time to time during the term of this Agreement. This Agreement shall begin on the Effective Date and shall continue until terminated in accordance with Section 13 below.
- 1.2 A Project Schedule will be executed by both parties for each project, referencing this Agreement and setting forth, at a minimum, a description of the Services to be performed, the agreed-upon schedule of completion dates, and the agreed-upon Project Fee (defined in Section 2.1 of this Agreement). The parties shall use the Project Schedule form attached hereto as Exhibit A.
- 1.3 As used herein, "Agreement" includes this Agreement and any Project Schedule signed by the parties. In the event of any conflict or inconsistency between this Agreement and a Project Schedule, the terms of the Project Schedule shall control.

2. Payment.

- 2.1 As full consideration for the performance of the Services specified in each Project Schedule and the assignment of rights to ULTA as provided herein, ULTA shall pay Contractor the amount agreed upon and specified in the Project Schedule ("Project Fee").
- 2.2 Contractor shall invoice ULTA for all Services actually performed by Contractor upon satisfaction of the completion dates or as otherwise specified in the Project Schedule. ULTA shall pay the invoiced amount within sixty (60) days after receipt of a correctly written invoice. In the event ULTA pays to Contractor said invoice within thirty (30) days after receipt of said invoice, then ULTA shall be entitled to a two percent (2%) discount off of the amount of said invoice.
- 2.3 Contractor shall maintain, during and for at least two (2) years after completion of a project, adequate records of all project costs (including time records) and reimbursable expenses incurred in the performance of the Services. ULTA shall have the right to audit such records at reasonable times and upon reasonable notice to verify amounts billed to ULTA.

3. Independent Contractor Status. Contractor is an independent contractor for all purposes, without express or implied authority to bind ULTA by contract or otherwise. Contractor agrees that neither Contractor nor Contractor's Assistants (defined in Section 4.1 of this Agreement) are agents or employees of ULTA, and that Contractor and Contractor's Assistants are not entitled to any employee benefits of ULTA, including, without limitation, health insurance, disability benefits, pensions, annuities, death benefits, and savings plans. As Contractor is not ULTA's employee, ULTA shall have no responsibility to pay or withhold from any payment to Contractor under this Agreement any federal, state or local taxes or fees.

4. Contractor's Assistants.

- 4.1 Subject to Sections 9.2 and 10.3, Contractor may, at Contractor's own expense, employ such persons as Contractor deems necessary to provide the Services. As used herein, "Contractor's Assistants" includes Contractor's employees, agents and subcontractors. Contractor shall be solely responsible for the performance of Contractor's Assistants; provided, however, ULTA shall have the right to remove any Contractor Assistant at any time.

- 4.2. Contractor shall be solely and fully responsible for paying any taxes, FICA, or other amounts required to be withheld by any governmental entity or authority having jurisdiction over the matter.

5. Warranties.

- 5.1 Contractor represents and warrants that the Services provided hereunder shall be performed (a) in a professional, workmanlike manner, and (b) in conformance with generally accepted industry standards prevailing at the time, all applicable laws, rules and regulations, and all applicable specifications and documentation.

- 5.2 Contractor represents and warrants that (a) it has full power and authority to enter into this Agreement and grant ULTA all of the rights granted hereunder, and (b) the performance of this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Contractor is bound.

6. **Indemnity.** Contractor shall indemnify and hold harmless ULTA and its officers, directors, agents and employees (the "Indemnitees"), against all claims, liabilities, damages, losses and expenses, including attorneys' fees and costs of suit arising out of or in any way connected with this Agreement, including without limitation (a) Contractor's breach or violation of any term of this Agreement, (b) Contractor's negligence or intentional misconduct, (c) Contractor failing to satisfy the Internal Revenue Service's guidelines for an independent contractor, and (d) any claim by a third party against ULTA alleging that the Services or the results thereof infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party (the "Claims") and, at ULTA's request, defend the Indemnitees against any Claims. Contractor shall not settle any such suits or Claims without ULTA's prior written approval. Contractor agrees to pay or reimburse all costs that may be incurred by ULTA in enforcing this indemnity, including attorneys' fees.

7. **Expenses; Supplies.** Except as otherwise specified in a Project Schedule, Contractor shall be responsible for all costs and expenses incident to completing each project and shall provide Contractor's own supplies and equipment.

8. **Nonexclusive Agreement.** This is not an exclusive agreement. ULTA is free to engage others to perform services the same as or similar to Contractor's. Contractor is free to advertise, offer and provide Contractor's services to others, provided that Contractor does not breach its obligations hereunder.

9. Confidentiality.

- 9.1 Contractor acknowledges that it will acquire knowledge of ULTA Confidential Information in connection with its performance hereunder. "ULTA Confidential Information" includes without limitation all information, whether written or oral and in any form, relating to ULTA's research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (defined in Section 10 of this Agreement), and other material or information considered proprietary by ULTA relating to the current or anticipated business or affairs of ULTA. ULTA Confidential Information also includes any third party's proprietary or confidential information disclosed to Contractor. ULTA Confidential Information does not include information (i) that Contractor lawfully knew without restriction on disclosure before ULTA disclosed it to Contractor, (ii) that is or becomes publicly known through no wrongdoing of Contractor, (iii) that Contractor developed independently without use of ULTA Confidential Information, as evidenced by appropriate documentation, (iv) that is hereafter lawfully furnished to Contractor by a third party without restriction on disclosure, or (v) that is required to be disclosed pursuant to a requirement of a government agency or law, provided Contractor gives prompt notice to ULTA of such requirement prior to disclosure.

- 9.2 Contractor agrees during and for five (5) years following termination of this Agreement not to copy (except with ULTA's prior written consent) or directly or indirectly disclose to any third party any ULTA Confidential Information. Notwithstanding the foregoing, Contractor shall treat

as confidential and shall not, directly or indirectly, disclose or otherwise make available any ULTA Confidential Information that is accorded "trade secret" status under any applicable law for as long as such ULTA Confidential Information shall remain a "trade secret" under such law. Without limiting the scope of this Section 9.2, Contractor agrees to limit its internal distribution of ULTA Confidential Information to Contractor's Assistants who have a need to know solely in order to effectuate the applicable Project Schedule and to take steps to ensure that the dissemination is so limited, including the execution by Contractor's Assistants of nondisclosure agreements with provisions substantially similar to those set forth in Exhibit B, attached hereto and by reference incorporated herein. Contractor will take all reasonable measures to protect ULTA Confidential Information, including, at a minimum, those measures that it uses to protect its own information of a similar nature. Contractor shall use the ULTA Confidential Information only in the course of performing the Services hereunder and not for its own benefit or for the benefit of anyone other than ULTA.

- 9.3 Contractor may not alter, decompile, disassemble, reverse engineer or otherwise modify any ULTA Confidential Information (except at the direction of ULTA in connection with performing the Services), and the mingling, if any, of ULTA Confidential Information with information of Contractor shall not affect the confidential nature or ownership of the same. Except as required by ULTA in connection with the Services, Contractor agrees not to design or manufacture any products that incorporate ULTA Confidential Information.
- 9.4 All ULTA Confidential Information is and shall remain the property of ULTA, and Contractor shall have no rights, by license or otherwise, in ULTA Confidential Information, except as expressly provided herein. Upon the earlier of ULTA's written request or the termination of this Agreement, Contractor shall return or destroy all ULTA Confidential Information, including all copies, excerpts and summaries thereof.

10. Ownership of Work Product.

- 10.1 For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, works, work in progress, deliverables, inventions, products, drawings, notes, documents, information and materials made, conceived or developed by Contractor alone or with others that result from or relate to the Services performed hereunder. All such Work Product shall at all times be and remain the sole and exclusive property of ULTA. In this regard, Contractor hereby agrees to irrevocably assign and transfer to ULTA, and does hereby assign and transfer to ULTA, all of its worldwide right, title and interest in and to the Work Product, including all associated intellectual property rights therein. ULTA will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, and to file applications for patents and copyright and trademark registrations. Contractor agrees (a) to disclose promptly in writing to ULTA all Work Product, (b) to cooperate with and assist ULTA to apply for and execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark or other statutory protections for the Work Product in ULTA's name as it deems appropriate, and (c) to otherwise treat all Work Product as ULTA Confidential Information as described above. "Work Product" shall not include Contractor's **Store-eMapping Program** that it may use in the conjunction with the Services. However, Contractor agrees that any mapping of ULTA's store along with the output of such mapping, shall be treated as Confidential Information.
- 10.2 Moral Rights Waiver. "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of the work, and any similar right, existing under the law of any country in the world or under any treaty. Contractor hereby irrevocably transfers and assigns to ULTA any and all Moral Rights that it may have in any of the Services or Work Product. Contractor also hereby forever waives and agrees never to assert against ULTA, its successors or licensees, any and all Moral Rights Contractor may have in any Services or Work Product, even after termination of this Agreement.
- 10.3 Contractor will ensure that Contractor's Assistants appropriately waive any and all claims and assign to ULTA any and all rights or any interests in any Services or Work Product or original

works created in connection with this Agreement. A form of waiver and assignment is attached as Exhibit B.

- 10.4 ULTA will not have rights to any work product conceived or reduced to practice by Contractor that was developed entirely on Contractor's own time without using equipment, supplies, facilities or trade secrets or ULTA Confidential Information, unless such work product relates to ULTA's business or results from any work performed by Contractor for ULTA.
- 10.5 Contractor represents and warrants that all inventions or works of authorship relating to ULTA's actual or anticipated business or research and development that Contractor has made, conceived or reduced to practice at the time of signing this Agreement have been disclosed to ULTA and are set forth on Exhibit C, attached hereto and by reference incorporated herein.
11. **Access to ULTA's Systems.** Contractor shall implement and strictly comply with procedures for the security of ULTA's computer systems set forth in any ULTA manuals, documents, or written instructions, which may be amended from time to time by ULTA in its sole discretion, and will terminate access to such systems whenever Contractor ceases to have a need to know such systems. Contractor will not tamper with, compromise, or attempt to circumvent or bypass any security pertaining to ULTA's systems, electronic or otherwise (collectively, the "Security Violations"). Contractor assumes responsibility and liability for any access to ULTA's systems by or through its computers arising out of or resulting in any Security Violation. Contractor will use its best efforts to assure that any linkage and/or access to ULTA's systems will not cause or allow entry of any virus or any other contaminant, including without limitation codes, commands, or instructions that may be used to access, alter, delete, damage, or disable the systems, other software, information, or other property.
12. **Nonsolicitation of Consultants and Employees.** Without the prior written consent of the other party, during the term, and until one (1) year after termination for any reason, of this Agreement, neither party shall directly employ, solicit for employment, or otherwise assist in the solicitation of employment, including any recommendation with respect to employment, of any consultant or employee or identified prospective consultant or employee of the other party. The foregoing will not prohibit a party from interviewing or hiring employees or independent contractors of the other party who respond to general employment solicitations. Neither party shall seek to persuade or induce any independent contractor to terminate or breach a contractual or other relationship with ULTA.
13. **Termination.**
 - 13.1 ULTA may terminate this Agreement at any time for any reason upon written notice to Contractor. If Services are being provided pursuant to a Project Schedule in force at the time, Contractor shall cease to perform the Services on the date of termination specified in such notice, and ULTA shall be obligated only to pay Contractor only for those Services satisfactorily performed through the date of termination, less appropriate offsets.
 - 13.2 ULTA may terminate this Agreement if Contractor fails to perform or otherwise breaches any material provision of this Agreement and fails to cure the breach within ten (10) days after receiving written notice of the breach from ULTA. In the event of such termination for breach, ULTA shall have no liability to pay Contractor for Services performed through the date of termination.
 - 13.3 Contractor may terminate this Agreement upon written notice to ULTA at any time for any reason if no Services are being provided pursuant to a Project Schedule in force at the time. If a Project Schedule is in force, then until such Project Schedule is completed, Contractor may terminate this Agreement only if ULTA fails to perform or otherwise breaches any material provision of this Agreement and fails to cure the breach within thirty (30) days after receiving notice of the breach from Contractor.
 - 13.4 Upon the termination of this Agreement for any reason: (a) each party will be released from all obligations to the other arising after the date of termination, except those that by their terms

survive such termination; and (b) Contractor will promptly notify ULTA of any Work Product in Contractor's possession and, at the expense of Contractor and in accordance with ULTA's instructions, deliver to ULTA all such Work Product and return or destroy all ULTA Confidential Information.

14. **Limitation of Liability.** IN NO EVENT SHALL ULTA BE LIABLE TO CONTRACTOR OR CONTRACTOR'S ASSISTANTS OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT ULTA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
15. **Force Majeure.** Neither party shall be liable for any delay or failure in performance due to causes beyond the reasonable control of that party.
16. **Injunctive Relief.** Contractor agrees that its obligations and promises under this Agreement are of a unique, intellectual nature giving them particular value. Contractor further agrees that Contractor's breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage to ULTA for which there will be no adequate remedy at law, and in the event of such breach ULTA will be entitled to seek injunctive relief, or a decree of specific performance, or both, and such other and further relief as may be proper (including monetary damages if appropriate).
17. **Assignment.** Contractor may not assign or transfer this Agreement or any of Contractor's rights or obligations under this Agreement without the prior written consent of ULTA, except as set forth in Section 4 above.
18. **Severability.** If any provision of this Agreement is deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
19. **Waiver.** No failure to enforce any covenant, term or condition of this Agreement shall be construed as a waiver of any breach of any other covenant, term or condition.
20. **Notices.** Any notices required to be given under this Agreement shall be sufficient if given in writing and delivered in person, sent by facsimile transmission, by certified mail, return receipt requested, or by commercial overnight courier, addressed to the respective parties at the address set forth on the first page hereof, or such other address as a party may, from time to time, designate in writing. Notices shall be effective when received.
21. **Survival of Obligations.** All provisions hereof that by their nature should extend beyond the termination of this Agreement, including, without limitation warranties, taxes, indemnity, confidentiality, ownership of Work Product, Moral Rights waiver and nonsolicitation, shall survive the termination of this Agreement.
22. **Governing Law.** This Agreement shall be construed, interpreted and enforced according to the laws of the State of Illinois, excluding its conflict of law rules. The Circuit Court of Cook County or the United States District Court for the Northern District of Illinois shall have jurisdiction and venue over all controversies arising out of or relating to this Agreement.
23. **Insurance.**
 - 23.1 **Required Insurance Coverages.** Contractor shall obtain, pay for and maintain in full force and effect during the term of this Agreement, insurance as follows:
 - A. Workers' compensation and employers' liability insurance with limits to conform with the greater of the amount required by Illinois law or One Million Dollars (\$1,000,000) each accident, including occupational disease coverage;

- B. Commercial general liability insurance with limits not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and products and completed operations coverage;
- C. Commercial automobile liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit of liability for bodily injury, death, and property damage, including owned and non-owned and hired automobile coverages, as applicable; and
- D. Professional liability insurance (Errors and Omissions) with limits not less than two Million Dollars (\$2,000,000) annual aggregate for all claims each policy year for computer programming and electronic data processing services.

23.2 Claims Made Coverages. To the extent any insurance coverage required under this Section is purchased on a "claims-made" basis, such insurance shall cover all prior acts of Contractor during the term of this Agreement, and such insurance shall be continuously maintained until at least three (3) years beyond the expiration or termination of the term, or Contractor shall purchase "tail" coverage, effective upon termination of any such policy or upon termination or expiration of the term, to provide coverage for at least one (1) year from the occurrence of either such event.

23.3 Certificates of Insurance. Certificates of Insurance evidencing all coverages described in this Section shall be furnished to Ulta prior to the Effective Date.

23.4 Cancellation or Lapse of Insurance. Contractor shall give thirty (30) days prior written notice to Ulta of cancellation, nonrenewal, or material change in coverage, scope, or amount of any policy. Should Contractor fail to keep in effect at all times the insurance coverages required under this Section 23, Ulta may, in addition to and cumulative with any other remedies available at law, equity, or hereunder, withhold payments to Contractor required under this Agreement in an amount sufficient to procure the insurance required herein.

24. Entire Agreement; Modification. This is the sole and complete Agreement of the parties concerning the subject matter hereof and supersedes any prior promises, agreements and understandings between the parties. This Agreement may be amended only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective as of the Effective Date.

CONVERGENCE MARKETING, INC.

By: Paul G. Murray
 Name: PAUL G. MURRAY
 Title: CFO
 Date: 1/17/12

ULTA SALON, COSMETICS & FRAGRANCE, INC.

By: [Signature]
 Name: Dan Sullivan
 Title: V.P. Strategic Development
 Date: 1-19-12

Approved Legal [Signature]
 Date: 1/19/12

EXHIBIT A**Project Description Schedule****to****Master Independent Contractor Agreement****between****ULTA Salon, Cosmetics & Fragrance, Inc. and _____**

This PROJECT DESCRIPTION SCHEDULE ("Schedule"), effective as of _____, 20__, is an addendum to the Master Independent Contractor Agreement between ULTA Salon, Cosmetics & Fragrance, Inc, with principal offices located at 1000 Remington Boulevard, Suite 120, Bolingbrook Illinois, 60440, its subsidiaries and affiliates (collectively "ULTA") and _____ ("Contractor") dated _____, 20__ ("Agreement").

Description of Project and Services: _____

Project Fees, or, if applicable, Per Hour Billing Rate: \$ _____

Name of Individual(s) Assigned: _____

This statement of work covers the period from _____ to _____. The total funding for this Statement of Work shall not exceed _____. No additional work shall be undertaken without the express written consent of ULTA. Invoices will be submitted to ULTA with approved timesheets and expense documentation.

UltA and _____ will hold weekly meetings to monitor the quality of deliverables produced, and any other project matters. These meetings will be attended by representatives from both UltA and _____ including the _____ account team. Any concerns regarding the quality of deliverables will be escalated to the _____ Account Executive team. Final payment will be released upon ULTA's acceptance of the deliverables noted above.

If for any reason this Statement of Work is terminated, ULTA shall be responsible only for actual hours worked.

ULTA SALON, COSMETICS & FRAGRANCE, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B**Subcontractor Nondisclosure, Conflict of Interest
and Proprietary Rights Agreement**

This Agreement is made on _____, 20____, between ULTA Salon, Cosmetics & Fragrance, Inc, with principal offices located at 1000 Remington Boulevard, Suite 120, Bolingbrook Illinois, 60440, its subsidiaries and affiliates (collectively "ULTA"), and _____, located at _____ ("Subcontractor").

Subcontractor is performing work for _____ ("Contractor"), which is in the business of providing _____ services to companies such as ULTA. Contractor has entered into a Master Independent Contractor Agreement ("Contractor Agreement") with ULTA, pursuant to which Contractor shall, either directly or indirectly through Subcontractor, provide services to ULTA. This Agreement is being delivered by Subcontractor to ULTA as required by the terms and conditions of the Contractor Agreement.

Wherefore, the parties agree as follows:

1. **Conflicts of Interest.** Subcontractor certifies as follows: (i) there are no outstanding agreements or obligations that are in conflict with or would preclude Subcontractor from complying with any of the provisions of this Agreement; (ii) Subcontractor will not enter into any such conflicting agreements during the term of this Agreement; and (iii) Subcontractor will not disclose to _____ any confidential, secret and/or proprietary information that is the property of others and that Subcontractor is not authorized to disclose.
2. **Subcontractor's Agents.** Subcontractor agrees that, prior to permitting an employee, subcontractor or agent of, or any other individual responsible to, Subcontractor ("Subcontractor's Agents") to assist Subcontractor in any way in performing services for or on behalf of ULTA, Subcontractor shall (i) notify ULTA in writing of Subcontractor's intention to obtain such assistance, (ii) identify the type of assistance to be provided, (iii) receive ULTA's prior written permission to allow such assistance, and (iv) require Subcontractor's Agents to sign an agreement provided by ULTA similar to this Agreement, and to return such agreement to ULTA.
3. **Confidentiality.**
 - 3.1 Subcontractor acknowledges that it will acquire knowledge of ULTA Confidential Information (defined below) in connection with its performance hereunder and agrees during and for five (5) years following termination or expiration of the Contractor Agreement, to keep such ULTA Confidential Information in confidence. Notwithstanding the foregoing, Subcontractor shall treat as confidential and shall not, directly or indirectly, disclose or otherwise make available any ULTA Confidential Information that is accorded "trade secret" status under any applicable law for as long as such ULTA Confidential Information shall remain a "trade secret" under such law. "ULTA Confidential Information" includes, without limitation, all information, whether written or oral, and in any form, relating to ULTA's research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (defined in Section 4), and other material or information considered proprietary by ULTA relating to the current or anticipated business or affairs of ULTA. ULTA Confidential Information also includes any third party's proprietary or confidential information disclosed to Subcontractor. ULTA Confidential Information does not include any information (i) that Subcontractor lawfully knew without restriction on disclosure before ULTA or Contractor disclosed it to Subcontractor, (ii) that is now or becomes publicly known through no wrongful act or failure to act of Subcontractor, (iii) that Subcontractor developed independently without use of the ULTA Confidential Information, as evidenced by appropriate documentation, (iv) that is hereafter lawfully furnished to Subcontractor by a third party as a matter of right and without restriction on disclosure, or (v) that is required to be disclosed

pursuant to a requirement of a government agency or law so long as Subcontractor provides prompt notice to ULTA of such requirement prior to disclosure.

- 3.2. Subcontractor agrees not to copy (except with ULTA's prior written consent) or directly or indirectly disclose any ULTA Confidential Information. Without limiting the scope of the foregoing, Subcontractor agrees to limit its internal distribution of ULTA Confidential Information to Subcontractor's Agents who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Subcontractor's Agents of nondisclosure agreements with provisions substantially similar to those set forth herein. Subcontractor will take all reasonable measures to protect ULTA Confidential Information, including, at a minimum, those measures that it uses to protect its own information of a similar nature. Subcontractor shall use the ULTA Confidential Information only in the course of performing the services hereunder and not for its own benefit or for the benefit of anyone other than ULTA.
- 3.3. Subcontractor may not alter, decompile, disassemble, reverse engineer or otherwise modify any ULTA Confidential Information received hereunder (except at the direction of ULTA or Contractor in connection with performing services for the benefit of ULTA), and the mingling of the ULTA Confidential Information with information of Subcontractor shall not affect the confidential nature or ownership of the same as stated hereunder. Subcontractor agrees not to design or manufacture any products that incorporate ULTA Confidential Information except as required in connection with performing services for the benefit of ULTA.
- 3.4. All ULTA Confidential Information is and shall remain the property of ULTA, and Subcontractor shall have no rights, by license or otherwise, in ULTA Confidential Information, except as expressly provided herein. Upon the earlier of ULTA's written request or the termination of Subcontractor's assignment, Subcontractor shall return, transfer or assign to ULTA all ULTA Confidential Information, including all Work Product, as defined in Section 4.1 below, and all copies thereof.
- 3.5. Subcontractor agrees that there is no adequate remedy at law for any breach of its obligations hereunder and upon any such breach or any threat thereof by Subcontractor, ULTA shall be entitled to appropriate equitable relief, including injunctive relief, in addition to whatever other remedies it might be entitled.

4. **Ownership of Work Product.**

- 4.1. For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, works, work in progress, deliverables, inventions, products, drawings, notes, documents, information and materials made, conceived or developed by Subcontractor, alone or with others, which result from or relate to the services performed for ULTA or for ULTA's benefit. All such Work Product shall at all times be and remain the sole and exclusive property of ULTA. In this regard, Subcontractor hereby agrees to irrevocably assign and transfer to ULTA and does hereby assign and transfer to ULTA all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights therein. ULTA will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that ULTA deems appropriate. Subcontractor agrees: (a) to disclose promptly in writing to ULTA all Work Product; (b) to cooperate with and assist ULTA to apply for and execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark or other statutory protections for the Work Product in ULTA's name as it deems appropriate; and (c) to otherwise treat all Work Product as ULTA Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of the Contractor Agreement. "Work Product" shall not include Contractor's *Store-eMapping Program* that it or a Subcontractor may use in the conjunction with the Services. However, Subcontractor agrees that any mapping of ULTA's store, along with the output of such mapping, shall be treated as Confidential Information.

- 4.2 Moral Rights Waiver. "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of the work, and any similar right, existing under the law of any country in the world or under any treaty. Subcontractor hereby irrevocably transfers and assigns to ULTA any and all Moral Rights that it may have in any of the services or Work Product. Subcontractor also hereby forever waives and agrees never to assert against ULTA, its successors or licensees, any and all Moral Rights Subcontractor may have in any services or Work Product, even after expiration or termination of the Contractor Agreement.
- 4.3 Subcontractor will ensure that Subcontractor's Agents appropriately waive any and all claims and assign to ULTA any and all rights or any interests in any Work Product or original works created in connection with Subcontractor's performance of services for ULTA (or for ULTA's benefit) by having such Subcontractor's Agents execute an agreement substantially similar to this Agreement.
- 4.4 ULTA will not have rights to any work product conceived or reduced to practice by Subcontractor that was developed entirely on Subcontractor's own time without using equipment, supplies, facilities or trade secrets of ULTA or ULTA Confidential Information, unless (i) such work product relates to ULTA's business, or ULTA's actual or demonstrably anticipated research or development, or (ii) such work product results from any work performed by Subcontractor for ULTA or for ULTA's benefit.
- 4.5 Subcontractor represents and warrants that all inventions or works and authorship relating to ULTA's actual or anticipated business, or research and development, that Subcontractor has made, conceived or reduced to practice at the time of signing this Agreement have been disclosed to ULTA and are set forth on Attachment 1 hereto, which is incorporated herein by this reference.
5. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior or contemporaneous agreements or understandings between the parties relating to the subject matter hereof. If any provision of this Agreement is deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may not be amended or modified, except in a writing signed by the parties hereto. This Agreement shall be governed by the laws of the State of Illinois, except as to its conflict of law rules. All provisions hereof that by their nature should extend beyond the termination of this Agreement, including without limitation warranties, confidentiality, ownership of Work Product and Moral Rights waiver shall survive the termination of this Agreement.

<p>_____ (Subcontractor)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ULTA SALON, COSMETICS & FRAGRANCE, INC.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---	---

ATTACHMENT 1

**Subcontractor's Disclosure of Inventions
or Works of Authorship**

Subcontractor

Signature: _____

Printed: _____

Title: _____

Date: _____

EXHIBIT C

**Contractor's Disclosure of Inventions
or Works of Authorship**

Contractor

Signature: _____

Name: _____

Title: _____

Date: _____

ADDENDUM 1

**Project Description Schedule
to
Master Independent Contractor Agreement
between
ULTA Salon, Cosmetics & Fragrance, Inc. and Convergence Marketing, Inc.**

This PROJECT DESCRIPTION SCHEDULE ("Schedule"), effective as of January 1st, 2012, is an addendum to the Master Independent Contractor Agreement between ULTA Salon, Cosmetics & Fragrance, Inc. with principal offices located at 1000 Remington Boulevard, Suite 120, Bolingbrook Illinois, 60440, its subsidiaries and affiliates (collectively "ULTA") and Convergence Marketing, Inc. ("Contractor") dated January 1st, 2012 ("Agreement").

Description of Project and Services:

General merchandising and planogram implementation to Ulta standards. This includes product placement, implementation of price communication, making and placing of "testers" when applicable and installation of merchandising /pricing signage, etc. See below for more detail.

New Stores	
Task Team	11 members Sat and Sun for 8 hours per day each
	<p>Non Vendor Mass, Cosmetics and Mass, Peg Sets planogram. Implementation General Merchandising and Planogram implementation.</p> <ul style="list-style-type: none"> ✓ Set Ticket Strips, labels, testers and product to planogram and Ulta standards ✓ Install pegs and front runners ✓ Set all visual elements ✓ Complete OOS transmission ✓ Clean ✓ Areas should be Guest ready upon completion ✓ Etc.....

ULTA Remodel Store Program Manpower Requirements Consists of:

Remodel Stores	
Task Team	3 members working typically 2 to 5 days per week for full day 6am to 2:30pm
	<p>Remodel tasks include but are not limited to: General Merchandising and Planogram Implementation</p> <ul style="list-style-type: none"> ✓ Pre-set responsibilities <ul style="list-style-type: none"> ○ Complete full store RTDC to remove all sku's that the store will no longer carry after their remodel planogram implementation ✓ Planogram Implementation <ul style="list-style-type: none"> ○ Set brackets, glass, ticket strips, labels, testers and product to planogram and Ulta standard ✓ Phase preparation <ul style="list-style-type: none"> ○ Empty upcoming phase of merchandise ○ Audit all fixture, sign, & cabinetry deliveries ✓ Clean ✓ Container Organization ✓ Etc....

Project Fees, or, if applicable, Per Hour Billing Rate: [REDACTED]

Name of Individual(s) Assigned: Billy Teagle

This statement of work covers the period from 1/1/12 to 12/31/12, however, in accordance with Section 13 of the Agreement ULTA may terminate this statement of work at any time for any reason, upon written notice to Contractor.

The total funding for this Statement of Work shall not exceed [REDACTED]. No additional work shall be undertaken without the express written consent of ULTA. Invoices will be submitted to ULTA with approved timesheets and expense documentation.

Ulta and Contractor will hold weekly meetings to monitor the quality of deliverables produced, and any other project matters. These meetings will be attended by representatives from both Ulta and Contractor including the Contractor account team. Any concerns regarding the quality of deliverables will be escalated to the Contractor Account Executive team. Final payment will be released upon ULTA's acceptance of the deliverables noted above.

If for any reason this Statement of Work is terminated, ULTA shall be responsible only for actual hours worked.

CONVERGENCE MARKETING, INC.

By: Paul G. MurrayName: Paul G. MurrayTitle: CFODate: 1/19/12

ULTA SALON, COSMETICS & FRAGRANCE, INC.

By: [Signature]Name: Donna WilkinsonTitle: V.P. Strategic DevelopmentDate: 1-19-12Approved Legal 102Date: 1/19/12

EXHIBIT “G”

Match Converge (Formerly Convergence Marketing) f in @

Marketing & Advertising

Website
convergencecmktg.com

Phone
(443) 688-5100

Employees
230

Headquarters
7361 Coca Cola Dr, Hanover, Maryland, United States, 21076

Headquarters
7361 Coca Cola Dr, Hanover, Maryland, United States, 21076

marketing & advertising, marketing, advertising, lead generation, sales

[Find Decision Makers For Free](#)

About Match Converge (Formerly Convergence Marketing)

Merchandising Services-Certified employee retail organization with full time management and supervision across the U.S. and Canada. Centralized web based technology, deployment and advanced data retrieval. Thre...

[Read more](#)

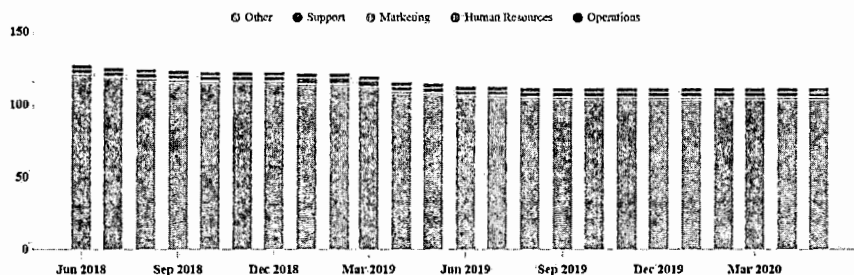
Join Apollo To Reach Decision Makers At Match Converge (Formerly Convergence Marketing)

[Sign Up For Free](#)

Employee Metrics

[Total Employee Count](#) [Organization Chart](#) [Employee Retention](#)

112 **0.0%** **-2.7%** **-14.3%**
Total 6 Month Growth 1 Year Growth 2 Year Growth



Contacts at Match Converge (Formerly Convergence Marketing)

[See All](#) →

Allison Zupick

Retail

Anthony Turner

Public Services Worker

Asya Abraham

Bob Bender

Visual Merchandiser

VP Finance

Bonnie May**Brenda Carrera**

Retail Merchandiser

Area Manager

Cassie Stevenson**Cheryl Avalone**

Merchandiser

Real Estate Agent

Christopher Freitag**Derrick Crawford**

Houseman

Nyc

Notable Alumni

[See All →](#)**Alexander Lindsley****Angie Olecki**ISO Inspector/Quality Control - [Alpha Fasteners](#)Payroll Manager - [Beacon Street Services](#)**Anne Sicher****Annette Greer**Analyst - [Retail Merchandising Solutions Inc.](#)Project Admin Support Specialist - [STRIKE](#)**Anthony Glass****Bentley Chase**Account Executive - [CallTrackingMetrics](#)Regional Project Manager - [Footprint Retail Services](#)**Chavarria McCarter****Cindi Leblanc**Housekeeper - [Golden Triangle Regional Airport](#)CVS Sales Manager - [CosPro Marketing](#)**Damara Mauti****Dani Drake**Registered Nurse - [UPMC](#)Sales Representative - [American Exteriors LLC](#)

Similar Companies to Match Converge (Formerly Convergence Marketing)

[See All →](#)**Barton F. Graf**

Marketing & Advertising

13

**Interspace Airport Advertising**

Marketing & Advertising

26

75M

LDC

LDC

Marketing & Advertising

150

**Tree**

Marketing & Advertising

160

20

(BETA)**(Beta)**

Marketing & Advertising

95

20

Technologies Used

[See All →](#)**Microsoft-IIS****ASP.NET**

Load Balancers

Frameworks and Programming Languages

Outlook**GoDaddy Hosting**

Email Providers

Hosting

Browse Apollo's Directories



Company Directory Search

A B C D E E G H I J K L M N O P Q R S T U V W X Y Z



People Directory Search

A B C D E E G H I J K L M N O P Q R S T U V W X Y Z

Find Verified Emails in Seconds

Use Apollo to easily get in touch with anyone in the world

Create Free Account

Apollo.io All Rights Reserved

[Terms](#) [Privacy](#) [Support](#)

EXHIBIT “H”

10/2/2020

Corporations ▾ Search Business Entities (corpsearch.aspx)

Search UCC Transactions (uccsearch.aspx) Forms ▾

Contact Corporations (<http://www.dos.pa.gov/BusinessCharities/Pages/default.aspx>)

Login (<https://hub.business.pa.gov/login>)

Search entity / **Select entity** / Order documents

Select Business Entity

Search Results for term *match converge* type: *Starting with*

No results found for search term

<< Back to Search

EXHIBIT “I”

9/24/2020

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(<https://matchmg.com/>)



Français (<https://matchmg.com/fr/bureaux/>)



USA + CANADA

**With offices across North America
we're never far away.**

Boulder

3020 Carbon Place
Suite 300
Boulder, Colorado 80301

9/24/2020

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(<https://matchmg.com/>)



Norwalk

800 Connecticut Avenue
Norwalk, CT 06854

français (<https://matchmg.com/fr/bureaux/>)



Toronto

5225 Satellite Drive
Mississauga, Ontario
L4W5P9

Montreal

4422A Rue Louis-B.-Mayer
Laval, Québec H7P0G1

9/24/2020

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(<https://matchmg.com/>)



Français (<https://matchmg.com/fr/bureaux/>)



info@matchmg.com (<mailto:info@matchmg.com>)

877.628.2405 (tel:877.628.2405)

Privacy Policy (<https://matchmg.com/privacy-policy/>)

Do Not Sell My Info (<https://matchmg.com/donotsellmyinfo/>)

in

(<https://www.linkedin.com/company/match-marketing-group>)

Facebook

(<https://www.facebook.com/matchmarketinggroup>)

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EXHIBIT “J”

10/2/2020

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Select Business Entity

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EXHIBIT “K”

FILED
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 IN THE COURT OF COMMONWEALTHS OF PHILADELPHIA COUNTY
 25 JUN 2020 04:40 PM
 FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
Civil Administration
 CIVIL TRIAL DIVISION
T. ITALIANO

DIANNE COCHRAN

: Case ID #191200012

v.

ULTA BEAUTY, INC. and ULTA BEAUTY and

ERICA S. HARRELL

CASE MANAGEMENT CONFERENCE MEMORANDUM

Filing party: DIANNE COCHRANBy: TODD SAILER, Esq.Counsel's address and telephone number (IMPORTANT) Todd M. Sailer, Esquire Falcon Law Firm, LLC122 E. Court Street Doylestown PA 18901 Tel: 215-360-3880

Part A

(to be completed in personal injury cases)

1. Date of accident or occurrence: May 6, 2018
- 1(a). Age of Plaintiff(s): 50 yrs DIANNE COCHRAN
2. Most serious injuries sustained: Cervical disc disorder w myelopathy, cervical radiculopathy, cervicalgia, lumbar radiculopathy, tear of medial meniscus of the left knee, post-concussional syndrome, post-traumatic headaches and head injuries.
3. Is there any permanent injury claimed? ☒ Yes ☐ No
 If yes, indicate the type of permanent injury: Head, neck, back, left knee
4. Dates of medical treatment: May 6, 2018 to the present
5. Is medical treatment continuing? ☒ Yes ☐ No
6. Has there been an inpatient hospitalization? ☒ Yes ☐ No

This form shall be presented to the Case Manager and copies served upon all parties at the Case Management Conference by counsel prepared to discuss its contents.

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7. Has there been any surgery? ☒ Yes ☐ No

If yes, indicate the type of surgery: Knee surgery

8. Approximate medical bills to date: \$ To be determined

Approximate medical bills recoverable in this case: \$ To be determined

9. Are there any existing liens (Workers Compensation, DPW, Medical, etc.)? ☒ Yes ☐ No

If yes, what type and approximate amount? Workers compensation

10. Time lost from work: 5/6/2018 to the present

11. Approximate past lost wages: To be determined

12. Is there a claim for future lost earning capacity? ☒ Yes ☐ No

If yes, approximate future lost earning capacity: _____

13. Are there any related cases or claims pending? ☐ Yes ☒ No

If so, list caption(s) or other appropriate identifier: _____

14. Do you anticipate joining additional parties? ☐ Yes ☒ No

15. Plaintiff's factual position as to liability: Plaintiff was working on a display at Defendants' store when due to Defendants' negligence an endcap shelving unit suddenly fell on top of her and violently knocked her backwards causing her to fall to the floor and sustain serious injuries.

16. Defense factual position as to liability: _____

17. Defense position as to causation of injuries alleged: _____

18. Identify all applicable insurance coverage:

<i>Defendant</i>	<i>Insurance Carrier</i>	<i>Coverage Limits</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Are there issues as to the applicability of the above insurance coverage:

☐ Yes ☐ No

19. Demand: \$ Policy limits

Offer: \$ 0.00